



University of Brighton

EPOCH NETWORK OF EXCELLENCE

CONSORTIUM AGREEMENT

THIS AGREEMENT is made

BETWEEN:

(1) University of Brighton (hereinafter referred to as the *Co-ordinator*) established in the United Kingdom whose registered office is at Mithras House, Lewes Road, Brighton BN2 4AT.

(2) 4Site SRL established in Italy, whose registered office is at Via Bartolomeo Bosco 57/3, Genova I-16121.

Advanced Computer Systems A.C.S. - S.P.A. established in Italy, whose registered office is at Via Della Bufalotta 378, Rome 139.

Albert-Ludwigs-Universität Freiburg established in Germany, whose registered office is at Fahrenbergplatz, Freiburg D-79085.

Alma Mater Studiorum - Università Di Bologna established in Italy, whose registered office is at Via Zamboni, 33, Bologna 40126.

Archaeolingua Alapítvány established in Hungary, whose registered office is at Uri utca 49, Budapest 1014.

Axell Communication SCRL established in Belgium, whose registered office is at 81 Rue du Centre, Resteigner B-6927.

Brunel University established in United Kingdom, whose registered office is at Kingston Lane, Uxbridge UB8 3PH.

Centre National de la Recherche Scientifique - Délégation Provence established in France, whose registered office is at Cedex 16, 3 Rue Michel_Ange, Paris 75954.

Ciência Viva - Agência Nacional para a Cultura Científica e Tecnológica established in Portugal, whose registered office is at Pavilhão do Conhecimento-Ciência Viva, Alameda dos Oceanos, Parque das Nações, Lisboa 1990-223.

Compagnie Maritime D'expertises established in France, whose registered office is at BP 143 36, Boulevard des Océans, 13009 Marseille 13275.

Conseil général de la Côte-d'Or (Parc archéologique d'Alésia) established in France, whose registered office is at PBP1601, Hôtel du Département, Dijon 21035.

Consiglio Nazionale Delle Ricerche established in ITALY, whose registered office is at Piazzale Aldo Moro 7, Roma 00185.

Culture, Heritage & Development - International established in Belgium, whose registered office is at Avenue Eugene Demolder 98, Brussels 1030.

Cybernetix established in France, whose registered office is at PO Box 94, Cedex 13, Technopole de Chateau Gombert, Rue A. Einstein, Marseilles 13382.

Département des Recherches Archéologiques Subaquatiques et Sous-Marines established in France, whose registered office is at Cedex 2, Fort Saint-Jean, Marseille 13235.

Diputación Provincial De Jaén established in Spain, whose registered office is at Plaza San Francisco, 2, Jaen 23071.

Ducati Sistemi S.P.A. established in Italy, whose registered office is at Via Ronzani 47, Casalecchio di Reno (BO) 40033.

Ecole Polytechnique Federale De Lausanne established in Switzerland, whose registered office is at Ecublens, Lausanne 1015.

Eidgenossische Technische Hochschule Zurich established in Switzerland, whose registered office is at Rämistrasse 101, Zurich CH-8092.

Ename Center For Public Archaeology And Heritage Presentation established in Belgium, whose registered office is at Abdijstraat 13-15, Oudenaarde B-9700.

European Academy of Sciences and Arts established in Austria, whose registered office is at Jakob Haringer Strasse 1, Salzburg 5020.

European Association for Historic Towns and Regions established in United Kingdom, whose registered office is at Gladstone House, 28 St Giles Street, Norwich NR2 1TQ.

Foundation of the Hellenic World established in Germany, whose registered office is at Pouloupoulou 38, Athens 11851.

Fraunhofer Gesellschaft Zur Forderung Der Angewandten Forschung E.V. established in Germany, whose registered office is at Cedex 23, Hansastrasse 27C, Munchen 80686.

Gastiburu SL established in Spain, whose registered office is at PO Box 6003 Calisto Diez 7 - Departamento 10, Bilbao 48012.

Geoanalysis established in Greece, whose registered office is at G. Genimata 54, Finikas, Thessaloniki 55134.

Georg-August-University Göttingen established in Germany, whose registered office is at Wilhelmsplatz 1, Göttingen D-37073.

HeritageSolutions established in Netherlands, whose registered office is at Hazelaarstraat 1, 4731 BM Oudenbosch 4731 BM.

Hogeschool van Utrecht established in Netherlands, whose registered office is at Oudenoord 330, Utrecht 3513 EX.

IBM Belgium NV established in Belgium, whose registered office is at Bourgetlaan 42, Brussels 1130.

Imagination Computer Services GesmbH established in Austria, whose registered office is at Tech Gate Vienna, Donau-City-Str.1, Wien A-1220.

Instituto Politecnico De Tomar established in Portugal, whose registered office is at Quinta do Contador - Estrada da Serra, Tomar 2300.

Instituto Superior Tecnico established in Portugal, whose registered office is at Av. Rovisco Pais, 1, Lisbon 1049-001.

Instituto Tecnológico de Informática established in Spain, whose registered office is at Camino de Vera s/n, Valencia 46022.

Institutul De Memorie Culturala established in Romania, whose registered office is at PO Box 33-90 Piata Presei Libere 1, Bucharest 013701.

Instituut voor het Archeologisch Patrimonium established in Belgium, whose registered office is at Phoenix-gebouw, 1ste Verd, Koning Albert II-laan, 19 bus 5, Brussels B-1210.

Intracom established in Greece, whose registered office is at 19.5 Km Markopoulou Ave., Peania, Attica 19002.

Istituto per i Beni Artistici, Culturali e Naturali della Regione Emilia Romagna established in Italy, whose registered office is at Via Farini, 17, Bologna I 40124.

Karlstad University established in Sweden, whose registered office is at Universitetsgatan 2, Karlstad SE - 65188.

Katholieke Universiteit Leuven established in Belgium, whose registered office is at Oude Markt 13, Leuven B-3000.

Kungliga Tekniska Högskolan established in Sweden, whose registered office is at Valhallavaegen 79, Stockholm 10044.

Leopold Franzens Universitaet Innsbruck established in Austria, whose registered office is at Innrain 52, Innsbruck 6020.

Ministerie van de Vlaamse Gemeenschap established in Belgium, whose registered office is at Phoenix-gebouw, Koning Albert II-laan 19, bus 3, Brussels B-1210.

National Museums of Scotland established in United Kingdom, whose registered office is at Chambers Street, Edinburgh EH1 1JF.

New Bulgarian University established in Bulgaria, whose registered office is at Montevideo 21, Sofia 1618.

Oxford ArchDigital Limited established in United Kingdom, whose registered office is at 27 Park End Street, Oxford OX1 1HU.

Paveprime Limited established in United Kingdom, whose registered office is at 35 Downs Court Road, Purley, Surrey CR8 1BF.

PIN scrl - Servizi didattici e scientifici per l'Università di Firenze established in Italy, whose registered office is at Piazza Ciardi 25, Prato 59100.

Planetek Italia S.R.L. established in Italy, whose registered office is at Via Massaua, 12, Bari 70100.

Politecnico di Milano established in Italy, whose registered office is at Piazza Leonardo da Vinic 32, Milano 20133.

Rheinische Friedrich-Wilhelms Universität Bonn established in Germany, whose registered office is at Regina-Pacis-Weg 3, Bonn 53113.

Rijksuniversiteit Groningen established in Netherlands, whose registered office is at Broerstraat 5, Groningen 9712 CP.

Scientific Research Centre of the Slovenian Academy of Sciences and Arts established in Slovenia, whose registered office is at PP 306, Novi trg 2, Ljubljana 1000.

Stichting Bedrijfsregio Kop van Noord-Holland established in Netherlands, whose registered office is at Willemsoord gebouw 28, Weststraat 1, Den Helder 1781BW.

Synthesis & Research Ltd established in Greece, whose registered office is at 5 Ersis, Athens 11473.

Technical University of Crete established in Greece, whose registered office is at Agiou Markou Street, Chania 73132.

Technische Universitaet Graz established in Austria, whose registered office is at Rechbauerstrasse, 12, Graz 8010.

Technische Universitaet Wien established in Austria, whose registered office is at Karlsplatz, 13, Wien A-1040.

Technische Universitat Braunschweig-Institut fur Computergraphik established in Germany, whose registered office is at PO Box 3329, Pockelsstrasse 14, Braunschweig 38106.

Tekniska Museet (National Museum of Science and Technology) established in Sweden, whose registered office is at PO Box 27842, Stockholm SE-115 93.

The Interactive Institute II AB established in Sweden, whose registered office is at PO Box 24081, Karlavaegen 108, plan 5, Stockholm 104 50.

The University of Hull established in United Kingdom, whose registered office is at Cottingham Road, Hull HU6 7RX.

The University of Surrey established in United Kingdom, whose registered office is at Guildford GU2 7XH.

The University of Sussex established in United Kingdom, whose registered office is at Sussex House, Falmer, Brighton BN1 9RH.

The University of Warwick established in United Kingdom, whose registered office is at Gibbet Hill Road, Coventry CV4 7AL.

UniRel srl established in Italy, whose registered office is at Via Volturmo, 12, Sesto Fiorentino 50019.

Universidad de Jaen established in Spain, whose registered office is at Paraje Las Lagunillas S/N, Jaen 23071.

Universidad Politecnica de Madrid established in Spain, whose registered office is at Ramiro de Maeztu 7, Madrid 28040.

Universita' degli Studi di Genova established in Italy, whose registered office is at Via Balbi 5, Genova 16126.

Università degli Studi di Napoli - L'Orientale established in Italy, whose registered office is at Via Chiatamone, 61/62, Naples 80133.

Università Della Svizzera Italiana established in Switzerland, whose registered office is at Via Lambertenghi 10A, Lugano 6900.

Universitat Autonoma de Barcelona established in Spain, whose registered office is at Campus Universitari de Bellaterra S/N, Bellaterra (Cerdanyola del Valles) 08193.

Universitat de València. Estudi General established in Spain, whose registered office is at PO Box 22085, Blasco Ibañez, 13, Valencia 46010.

Universite de Geneve established in Switzerland, whose registered office is at 24 Rue du General Dufour, Geneve 4 CH-1211.

Université de Toulon et du Var established in France, whose registered office is at PO Box 132 Avenue de l'universite, La Garde 83957.

Universitetet I Oslo established in Norway, whose registered office is at PO Box 1072, Problemveien, Oslo NO-0316.

University of Bristol established in United Kingdom, whose registered office is at Senate House, Tyndall Avenue, Bristol BS8 1TH.

University of Cape Town established in South Africa, whose registered office is at Bremner Building, Lover's Walk, Rondebosch 7701.

University of East Anglia established in United Kingdom, whose registered office is at Norwich NR4 7TJ.

University of Kent established in United Kingdom, whose registered office is at The Registry Canterbury, Canterbury CT2 7NZ.

University of Patras established in Greece, whose registered office is at PO Box 26110, Rion, Patras, Patras 26500.

University of Tübingen established in Germany, whose registered office is at Wilhelmstrasse, 7, Tübingen 72074.

University of York established in United Kingdom, whose registered office is at Heslington, York YO10 5DD.

Virtual and Augmented Reality Technologies NV established in Belgium, whose registered office is at Holstraat 81, Gent 9000.

Visual Acuity Limited established in United Kingdom, whose registered office is at 2 Temple Back East, Temple Quay, Bristol BS1 6EG.

herein individually or collectively referred to as a "Party" or the "Parties"

Preamble

WHEREAS:

- (A) In consideration of Decision No. 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the sixth framework programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), (OJEC L 232/1) and of Regulation (EC) No. 2321/2002 (OJEC L 355/23) of the European Parliament and of the Council concerning the rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the European Community Sixth Framework Programme 2002-2006,
- (B) The *Parties*, possessing considerable excellence in the field concerned, have submitted or intend to submit as *Consortium a Proposal for a Network of Excellence Project* entitled **Excellence in Processing Open Cultural Heritage (hereinafter referred to as EPOCH)** to the *Commission* in the Sixth Framework Programme and intend to perform and execute such *Project* according to the terms and conditions of a *Contract* and its Annexes to be entered into between the *Parties* and the *Community*,

- (C) The *Parties* wish to specify, define or supplement, between or among themselves their respective rights and obligations in relation to the implementation of the *Project* and the provisions of the *Contract*, and, in line with Annex II.3.1(b) of the *Contract*, wish to lay down general rules related to the organisation of the work, the management of the *Project* and to specify their agreement, including, without limitation, with respect to financing, *Access rights*, as well as liability, etc.,
- (D) The *Parties* wish to achieve increased complementarity, coordination and integration in the field set forth in Annex I of the *Contract*,

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

(1) Words and expressions defined in the *Contract*, including its Annexes II and III, have the same meaning in this *Agreement*.

(2) Without prejudice to the meaning of words or expressions that may be defined in other articles of this *Agreement*, the further additional definitions shall apply:

Agreement means this *Epoch Network of Excellence Consortium Agreement*, including all its Attachments;

Default means any non-performance or shortcoming, including delay, in performance of a *Party*, whether with respect to the obligations under the *Contract* or with respect to the obligations under this *Agreement*;

EPOCH Network means the *Parties'* co-operation as described and agreed in this *Agreement* to perform the *Project* and its related activities;

EPOCH Network Budget means the allocation of resources, including the *Community* financial contribution and the *Parties'* contributions of own resources, to the *Epoch Network* activities; the *Epoch Network Budget* shall be a special part of the *Plan of Activities* and be agreed for every period of six months;

Plan of Activities means the description of activities, contributions and any other obligations of the *Parties* under this *Agreement*, agreed for a period of every six (6) months, as set forth in Article 14 of this *Agreement*; it includes the work to be carried out under the *Joint Programme of Activities (JPA)* and defines the obligations of the *Parties* as well as the resources to be provided by the *Parties* for its performance according to the *Epoch Network Budget*;

Additional Agreement(s) mean agreements between two or more of the *Parties* beyond the scope and/or duration of this *Agreement*, whose legal validity shall be independent from the validity of this *Agreement*, but which are concluded during or as a result of the *Project* in the fields set forth in Annex I of the *Contract* in order to achieve a durable integration of activities and/or the sharing of assets or in order to otherwise determine details and modalities of intensifying co-operation of the *Parties* in such fields;

(3) The words and expressions defined in this Article or elsewhere in this *Agreement* appear in italics beginning with capital letters.

Section A: Subject, Purpose and Duration

Article 2: Subject and Scope

(1) The subject of this *Agreement* is to specify with respect to the *Project* the organisation of the work between the *Parties*, to organise the management of the *Project*, to define rights and obligations of the *Parties*, including, but not limited to, their contribution, liability and indemnification, and to supplement the provisions of the *Contract*, including those concerning *Access rights* and to set out any other rights and obligations of the *Parties* related to the *Project*, but not conflicting with those of the *Contract*.

(2) For the avoidance of doubt, the rights set forth in this *Agreement* shall only extend to the *Parties* hereto in their own legal personality and capacity and shall not extend to any third

persons or parties even if such third party should be an affiliate of a *Party*. No special rights or status are recognised for affiliates of *Parties*, which are not *Parties* to this *Agreement* in their own right. Unless provided otherwise in this *Agreement* or by mandatory law, no such rights may be assigned by a *Party* to a third party without having obtained the prior written agreement from all other *Parties*.

Article 3: Purpose

(1) The purpose of the *Project* and of this *Agreement*, is to take steps for achieving progressive complementarity and integration among the *Parties* in the field set forth in Annex I of the *Contract* and to establish durable structures to this end, on terms and conditions to be agreed upon between the *Parties* during the course of the *Project* and in accordance with the provisions of the *Contract*.

Article 4: Agreements on Integration

(1) The provisions of this *Agreement* shall apply to and thus rule and regulate all activities, contributions and obligations agreed upon among the *Parties* in the current *Plan of Activities*. It is recognised that the *Plan of Activities* which gives rise to *Knowledge*, is a dynamic process which the objectives of some of the tasks is to deliver proposals and structured work programmes for further research. For the avoidance of doubt, each *Party* will make its own decisions on the extent of its involvement in, and commitment to those detailed research plans. Such decisions will have regard to the *Party's* freedom from other contractual obligations (including intellectual property constraints), its ability to secure funds, and the compatibility with its broader research policies.

(2) In order to achieve the purpose of this *Agreement*, *Parties* may also conclude, during and/or as a result of the *Project*, *Additional Agreements* in the fields set forth in Annex I of the *Contract* beyond the scope and duration of this *Agreement*, in order to achieve a durable integration of activities and/or the sharing of assets or in order to otherwise determine details and modalities of intensifying cooperation of the *Parties* in such fields. In such case, the *Parties* concerned will conclude agreements in writing to specify their respective mutual rights and obligations. The *Parties* concerned shall inform beforehand the other *Parties* in the *Assembly* of their intent to conclude such an *Additional Agreement*.

Article 5: Duration

(1) A person or entity becomes a *Party* to this *Agreement* upon signature of this *Agreement* by a duly authorised representative.

(2) Upon and as from the date of signature by at least five *Parties*, this *Agreement* shall enter into force for these *Parties*. For all other *Parties* signing this *Agreement* before signature of the *Contract*, it enters into force upon signature.

(3) For all and any *Parties* intending to accede to this *Agreement* after signature of the *Contract*, the provisions of Article 38 of this *Agreement* shall apply. For those *Parties* this *Agreement* shall enter into force as from the date of signature of such *Party's* declaration of accession to this *Agreement* or the respective decision of accession by the *Assembly*, whichever is the later.

(4) Without prejudice to the provisions of Article 41 of this *Agreement*, this *Agreement* shall continue in full force and effect

- (i) until the fulfillment the *Contract* and complete discharge of all obligations for the carrying out of the *Project* undertaken by the *Parties* under the *Contract* or under this *Agreement*, whichever is the later, or
- (ii) until terminated earlier in accordance with Articles 39 or 40 of this *Agreement*.

Section B: Organisation and Management

Article 6: Assembly and Board of Directors

- (1) In order to take decisions on the overall organisation of the *Epoch Network*, the *Parties* shall participate in meetings of the *Assembly*.
- (2) To this end, each *Party* shall appoint an authorised representative to the *Assembly* by notice in writing sent to the *Co-ordinator*. First appointments shall take place not later than twenty (20) days after the entry into force of this *Agreement*. Substitutes for representatives at meetings may also be appointed. Replacements of representatives as well as substitutes at meetings shall be possible. In meetings of the *Assembly* the representatives may be accompanied by advisors.
- (3) The *Parties'* representatives acting as the *Assembly* shall be referred to collectively as "*Assembly*" for the purposes of convenience only and without creating any partnership or agency between or on behalf of the *Parties*.
- (4) The *Parties* acknowledge that due to the size of the consortium and limited budget, it is not feasible for the *EPOCH Network Budget* to fully fund physical meetings of the *Assembly*, and that this has a number of consequences:
- (i) The meetings will be called for venues where a substantial proportion of the members can be expected to attend in the course of other business, including delivering other aspects of the *JPA* .
 - (ii) Mechanisms are included in Article 7 to allow *Parties* to participate electronically in decision making.
- (5) In order to ensure accountability, and exercise control and oversight, the *EPOCH Network* will appoint a *Board of Directors* which is broader than the *Executive Committee* (see Article 9) and reports to the *Assembly* on all aspects of the *Epoch Network's* operations, making recommendations to the *Assembly*, including:
- (i) with respect to the *Parties'* obligations under the *Contract* and their relation with the *Community*, the *Board of Directors* shall report on the annual review of the current *Research Agenda*, *JPA* and recommend the updated *JPA* for adoption;
 - (ii) on a six (6) months basis, present any revision of the *Plan of Activities* in accordance with Article 14 of this *Agreement* for adoption;
 - (iii) on a six (6) months basis, present the *Epoch Network Budget* (as part of the *Plan of Activities*) for agreement
 - (iv) report information on any third party receipts by a *Party* in relation to the *Network* activities;
 - (v) in accordance with Article 8 of this *Agreement*, recommend establishment of *Task Forces* and *Working Groups* for the implementation of the *Plan of Activities* as well as appointment and evocation of appointment of the respective *Task Forces'* and *Working Groups'* chairpersons and, after the first year of the *Project*, of the chairperson of the *Board of Directors* and *Executive Committee*;
 - (vi) report on the establishment of the *Review College* , including the appointment, revocation of appointment and determination of the rules for selection of its members in accordance with Article 10 of this *Agreement*;

- (vii) report on the approval and quality assurance processes for any reports to delivered under the *Contract*,
- (viii) make recommendations for acceptance of new *Parties* to this *Agreement*,
- (iv) advise the *Assembly* on the respective steps to be taken regarding the acceptance of new *Parties* to the *Contract*, in accordance with the *Contract* including the modalities of the accession process and make any recommendations on the implementation of the process;
- (v) report and make recommendations concerning proposals to the *Assembly* for the conclusion of *Additional Agreements*, which might have a bearing on the operations of the *Epoch Network* under *Section E* of this *Agreement*, particularly Articles 30 and 35, and report information on any *Additional Agreements* planned to be concluded between one or more of the *Parties* which are expected to have a bearing on the operations of the *Epoch Network*;
- (vi) make recommendations to the *Parties* for the amendment of terms of this *Agreement*
- (vii) make recommendations to the *Contractors* for the review and/or for amendments of terms of the *Contract*,
- (viii) in case of the *Default* of a *Party*, make proposals for any actions to be taken, including decisions on serving any notices required and a request to the *Commission* for an audit on *Contract* issues, and proposals to the *Parties* to assign such *Party's* tasks and if appropriate to agree upon a new entity to join the *Consortium* for that purpose; in case of a *Default* of the *Co-ordinator* in the performance of its tasks as a *Coordinator*, this also includes the possible nomination of a new *Coordinator*;
- (xiv) make recommendations on the appointment and revocation of appointment of advisors to the *Board of Directors* in accordance with Article 11 of this *Agreement*,
- (xv) make proposals on the suspension of all or part of the activities under this *Agreement* or the *Project*, or to terminate all or part of the *Contract*, and the modalities for such suspension or termination, including bringing forward such proposal to the *Commission*;
- (xvi) make recommendations on any decision to instruct the *Co-ordinator* to ask the *Commission* on behalf of the *Consortium* to terminate the participation of one or more *Contractors*.

(6) As the *Assembly*, the *Parties* shall, in accordance with this *Agreement* and the *Contract*, take the necessary decisions relating to the *Epoch Network* and shall in this regard particularly deal with the following:

- (i) On a six (6) monthly basis receive a report from the Board of Director's on the activities of the previous period, including accounts and budget report.
- (ii) On a six (6) monthly basis receive the Board of Director's recommendations for the *Plan of Activities* and budget for the coming period.
- (iii) On a six (6) monthly basis receive a report and schedule on any items of business anticipated as requiring electronic voting in the next period.

- (iv) On a six (6) monthly basis receive such other reports and recommendations as required to ensure the smooth operations of the *Epoch Network* (as described in Clause (4) above).
- (v) On an annual basis receive the Directors' Annual Report for publication as a publicly available deliverable.
- (vi) On an annual basis the annual accounts.
- (vii) On an annual basis the *Board of Directors'* recommendations for the detailed *JPA* for the following eighteen (18) months and associated budget.
- (viii) On an annual basis the report on the current state of the Research Agenda.
- (ix) Raise questions and clarifications over the reports and discuss the recommendations received.
- (x) Vote on the adoption of the reports and the recommendations contained therein.

(7) Should the *Parties* acting in the *Assembly*, after hearing the members of the *Board of Directors*, vote not to adopt any report or accept any recommendation of the *Board of Directors*, the *Board of Directors*:

- (i) Shall present a revised version of a report which had not been adopted, with a summary of the changes made, to the *Assembly* for adoption by electronic voting within a period of two (2) months.
- (ii) Shall in a case where the *Assembly* votes against accepting any recommendation of the *Board of Directors*, the *Board of Directors* will advise the *Parties* on the practical implications and any proposed alternative action within two (2) months of the date of the meeting, making recommendations for electronic voting as appropriate
- (iii) Should the delay in considering revisions to any report place the *Epoch Network* in danger of Breach of *Contract* on presenting deliverables to the *Commission*, The *Board of Directors* may exercise the option of submitting the report to fulfil contractual obligations, with an explanation of the history, voting and remaining barriers to adopting that report
- (iv) Should a report remain unadopted following re-submission for reasons of disagreement on the substance of the report, the *Board of Directors* will propose a conflict resolution process in the spirit of that included in Article 50
- (v) Should a report remain unadopted following re-submission for reasons of failure to achieve appropriate quality assurance levels, the responsible contractor shall be considered in default and remedial action recommended.

(8) Each *Party* shall have one vote in the *Assembly*. Should a *Party* choose not to be represented at the meeting in person, the following may apply:

- (i) The *Party* may register a vote electronically for motions recorded on the meeting call/agenda. The electronic voting procedure will be organised via the private area of the *Project* web-site, which will also allow comments to be recorded for transmission to the meeting and will close four (4) days prior to the meeting
- (ii) The *Party* may nominate another *Party* who will be attending the meeting to exercise their vote by proxy. Proxy votes can be exercised both for motions on the meeting call/agenda and for those called at the meeting. Proxies must

be registered by notification to the Administrative Support Team four (4) days before the meeting and have a validity for one meeting only.

(9) The *Parties* are not able to decide validly in a meeting of the *Assembly* unless 80% of the *Parties* have registered votes electronically or are represented personally or by proxy in the respective meeting and the *Assembly* has been duly convened in accordance with the provisions of Article 7 of this *Agreement*. This provision is without prejudice to the possibility of the *Parties* to take a decision in accordance with Article 7(5) of this *Agreement*.

(10) At any meeting and for matters which have not had prior discussion at meetings, or where motions have been called for electronic voting between meetings, decisions shall be taken by a majority of two thirds of the votes of the *Parties*. For electronic votes called to approve documents or recommendations revised following discussion at a meeting, a simple majority of the votes of the *Parties* shall prevail. A *Party* deemed to be in *Default* shall not be eligible to vote on any motion.

Article 7: Assembly Meetings and Electronic Voting

(1) The first meeting of the *Assembly* shall take place not later than thirty (30) calendar days after the *Co-ordinator* has signed the *Contract*, in order to take the first decisions for setting up the *Epoch Network*. Thereafter, the *Assembly* meetings shall take place at least once every six (6) months.

(2) Additional meetings shall be convened at any time upon a written request supported by ten (10) *Parties* to the *Co-ordinator*.

(3) The meetings of the *Assembly* shall be prepared by the *Executive Committee*.

(4) The meetings shall be convened by the *Co-ordinator* by a notice to be sent to the representatives of all the *Parties* not less than thirty (30) calendar days before the date of the meeting. The notice shall be accompanied by the draft agenda prepared by the *Executive Committee*. To enable *Parties* to exercise their rights to participate in decision making the documentation for the meeting will be published in a private area on the *Project* web-site with notification circulated electronically to all members of the *Assembly* and other designated recipients fourteen (14) days before the meeting. Each *Party* may suggest any additional agenda items by notice to all other *Parties* at least fourteen (14) calendar days prior to the meeting date.

(5) At the meeting each item of business will be presented and questions raised electronically or at the meeting will be answered. There will then be a vote counted including proxy and pre-recorded electronic votes.

(6) Should a report not be adopted then the procedure detailed in Article 6(7) will be adopted

(7) Should the *Assembly* vote against accepting any recommendation of the *Board of Directors*, other than advocating adoption of a report, the *Board of Directors* will advise the representatives of each *Party* on the practical implications and any proposed alternative action for electronic voting within one (1) month of the date of the meeting.

(8) Electronic votes may also be authorized for specific items of business. These votes may be called by the *Executive Committee* with at least thirty (30) days notice with documentation published on the web-site at least fourteen (14) days before the close of voting. The results of such votes and comments recorded will be reported to the next general meeting.

(9) In emergency situations, determined as such by the *Co-ordinator* and two other members of the *Executive Committee*, meetings of the *Assembly* may also be held without the prior notices required in the preceding paragraphs, in person and/or via audio- or video-

teleconferences. For items of business requiring emergency decisions voting may be undertaken via email or electronically.

(10) In any such cases, in derogation of Article 6 (9) of this *Agreement*, a decision taken in such way or in such meeting is only taken validly, if a document setting forth the nature of the emergency, the process undertaken and the decision so taken is adopted by an electronic vote within two (2) months of the emergency decision.

(11) If not decided otherwise by the *Assembly*, the meetings shall be chaired by the representative of the *Co-ordinator* appointed to the *Assembly*. A vice-chairperson shall be elected from among the other representatives. During deliberations and decisions relating to the tasks of the *Co-ordinator*, the meeting shall be chaired by the vice-chairperson or, failing the presence of the vice-chairperson in a meeting, by a chairperson to be elected from among the other *Parties'* representatives present at the meeting.

(12) Unless decided otherwise in the *Assembly*, the *Co-ordinator* may also invite one or more representatives from the *Commission* to attend the meetings of the *Assembly* during its deliberations related to the *Contract*. In such case, the representatives of the *Commission* shall have speaking rights.

(13) The meetings in the *Assembly* shall be minuted by the *Co-ordinator*. The minutes shall record inter alia all decisions taken. A draft of the minutes shall be sent to the representatives of the *Parties* to the *Assembly* and all participants to the meeting within thirty (30) calendar days after the closing date of the meeting. The minutes shall be considered as accepted, if within twenty (20) calendar days, no objections against the minutes have been raised. Thereafter, the chairperson and the vice-chairperson of the *Assembly* meeting shall sign the minutes. The original minutes thus compiled and signed shall be kept by the *Coordinator* and serve as prima facie evidence for the decisions taken. The *Coordinator* shall distribute copies to all the *Parties'* representatives.

Article 8: Workpackage Management Committees, Working Groups and Task Forces

(1) In order to achieve and to carry out the *Plan of Activities*, the *Parties* shall establish *Workpackage Management Committees*, *Working Groups* and *Task Forces* not later than sixty (60) calendar days after the entry into force of this *Agreement* or after the revision of or agreement on the *Plan of Activities* that defines such *Working Group* or *Task Force*. The distinction between *Working Groups* and *Task Forces* lies in the nature of the work undertaken. *Working Groups* are concerned to ensure the delivery of the *Epoch Network's* obligations in each type of *Activity*. *Workpackage Management Committees*, take responsibility for a group of *Working Groups* and *Activities*. *Task Forces* are advisory bodies whose task is to monitor and advise on the activities of the *Epoch Network* from the perspective of the different classes of end-user application.

(2) A *Working Group* may be established for each activity or group of activities included in the *Plan of Activities*. *Working Groups* report to the *Workpackage Management Committee* responsible for the Activities it undertakes under Annex I of the *Contract*.

(3) Each *Working Group* shall consist of a team, to which each of the *Parties* organising the respective activity appoints one (1) or more team members as recommended by the workpackage leader in the respective *Plan of Activities* and confirmed by the *Executive Committee*.

(4) Each *Working Group* and *Task Force* shall be chaired by a *Working Group* or *Task Force* member appointed for such task by the *Assembly*, on the recommendation of the *Board of Directors*. A deputy chairperson may also be appointed.

(5) Each *Task Force* shall consist of a team of experts drawn from consortium members and working in or with a related set of end-user applications initially as defined in Annex I of

the *Contract*. Team members are appointed as recommended by the *Co-ordinator* and confirmed by the *Executive Committee*.

(6) Reviews of progress by *Working Groups* shall take place as required in accordance with the *Plan of Activities*, but at least once per month. Reviews will normally be undertaken by electronic means or telephone conference. However physical meetings may also take place as required and subject to availability of budget and prior approval by the budget holder.

(7) The *Parties* participating in a *Working Group* shall be in particular responsible for:

- (i) preparing a work and budget plan for its activities in preparation of the *Plan of Activities* to be forwarded to the *Workpackage Management Committee*, *Executive Committee*, *Board of Directors* and the *Assembly*;
- (ii) follow-up and report on the use of the *Epoch Network Budget* with respect to this *Working Group* in general and in respect of the *Parties* participating in the individual activities of the *Working Group* in detail and report on any reallocations under viii) of this paragraph;
- (iii) delivering quarterly reports to the *Workpackage Management Committee* on the progress of the *Working Group*'s activities, not later than on the dates set out for such delivery in the *Plan of Activities*
- (iv) preparing deliverables and their presentation to the *Commission* via the *Co-ordinator*, satisfying respective reporting and quality assurance requirements;
- (v) preparing proposals to the *Workpackage Management Committee* for new *Parties* to this *Agreement* and/or proposals for the accession of new *Parties* to the *Contract* for the purpose of participation in the activities of the *Working Group*;
- (vi) alerting the *Workpackage Management Committee* and the *Co-ordinator* in case of a delay in the implementation of the *Working Group* activities or in case of Default of any *Party* with respect to its participation in the *Working Group*'s activities;
- (vii) analysing and documenting any *Default* of a *Party* in relation to the *Working Group*'s activities and prepare a respective proposal for an action plan to the *Workpackage Management Committee*;
- (viii) deciding on any transfer of tasks and activities allocated in the *Plan of Activities* – including any financial re-allocations which are neutral to the total of the *Working Group*'s budget – between the *Parties* participating in the *Working Group*, except in the case that this exchange has an impact beyond the scope of the *Working Group* activities within the overall *Plan of Activities*.

(8) Each *Working Group* member shall have one (1) vote. The *Working Group* members shall not deliberate and decide validly unless two thirds ($\frac{2}{3}$) of its members are present or represented. In the cases of paragraph (7), sub paragraph i), ii) and viii) of this Article, decisions shall be taken unanimously by all members of the *Working Group*. In all other cases, while consensus among the *Working Group* members should be a general aim, decisions shall be taken by a majority of two thirds ($\frac{2}{3}$) of the votes of the *Working Group* members present or represented. A *Party* shall have no vote in decisions relating to its own *Default*.

(9) The Chairpersons of the *Working Groups* shall coordinate their *Working Group*'s activities and maintain the documentation of these activities. The Chairpersons of the *Working Groups* shall also present the *Working Groups*' decisions and conclusions to the *Workpackage Management Group* and *Assembly*. They shall further transmit any documents

and information in relation to the *Working Group* activities between the *Parties* concerned and to the *Workpackage Leader* and the *Co-ordinator*.

(10) All *Working Group* deliberations shall be minuted by the *Working Group* members on a basis to be agreed by all the *Working Group* members in advance of the first meeting and reported to the *Co-ordinator*.

(11) *Task Forces* shall review the *Working Group* reports for each six (6) month period and proposals for the *Plan of Activities* for the forthcoming period in order to make suggestions to the *Executive Committee* and *Board of Directors* on improving the relevance and impact of the *Activity* from the perspective of the collection of end-user applications that they represent.

Article 9: Executive Committee

(1) The *Executive Committee* consists of all the *Workpackage Leaders* and the representative(s) of the *Co-ordinator* appointed according to Article 12(4) of this *Agreement*. In the case of unavailability of a *Workpackage Leader*, a deputy for that *Workpackage* may take his/her place in the *Executive Committee*.

(2) The *Executive Committee* shall perform the management and coordination of the *Epoch Network* and co-ordinate its operations. It shall in particular be in charge of coordinating the activities within the *Epoch Network* and prepare the decisions of the *Parties* within the *Board of Directors* and *Assembly*. In particular, its members shall in accordance with this *Agreement* and the decisions of the *Assembly* be responsible for the following:

- (i) co-ordinating its own tasks and those of the *Workpackages* with respect to the implementation of the current *Plan of Activities*;
- (ii) initiating, co-ordinating and adapting the proposals of the *Working Groups* and its plans regarding its own tasks for the next *Plan of Activities* and, on this basis, prepare an overall draft for the *Plan of Activities*, including the *Epoch Network Budget*, and present such plan to the *Board of Directors* and *Assembly* for decision;
- (iii) the overall follow-up of the performance of the tasks and activities and deliverables to be provided by the *Parties* under the *Contract* and the current *Plan of Activities* as well as information of the representatives of the other *Parties* on any non-performance;
- (iv) approval of calls for and the conclusion of any *Subcontracts* by a *Party*, which were not foreseen in Annex I of the *Contract*;
- (v) providing regular information to the *Parties* on the overall *Epoch Network* activities and, distribution of any documents and exchange information with respect to the *Epoch Network* activities to and between the *Task Forces* and the *Parties* concerned;
- (vi) drawing up and compiling the reports to be delivered by the *Consortium* to the *Commission*;
- (vii) supporting the *Co-ordinator* in the preparation of meetings with the *Commission* and in the compilation of related data;
- (viii) preparing proposals for the *Board of Directors* and *Assembly* for the acceptance of new *Parties* to this *Agreement* and the accession of new *Parties* to the *Contract*, including, in case of a positive decision by the *Board of Directors* and *Assembly* on conducting a Competitive Call ;

- (xi) preparing the implementation of any such accession of new *Parties* including the administrative preparation of the accession process and of a Competitive Call;
- (x) drawing up proposals to the *Parties* for *Additional Agreements*;
- (xi) drawing up proposals to the *Board of Directors* and the *Assembly* for the review and/or amendment of terms of the *Contract* or to the *Parties* for the review and/or amendment of terms of this *Agreement*;
- (xii) in accordance with the decisions of the *Board of Directors* and *Assembly* and the provisions of this *Agreement* and any amendments thereto, implementing and deciding on the application of measures of controls and audit procedures in order to ensure the effective day-to-day coordination and monitoring of the *Epoch Network* activities;
- (xiii) review of a *Working Groups'* documentation on the *Default* of a *Party*, compile a report on such *Default* to the *Board of Directors* and *Assembly* and propose actions to be taken against the *Defaulting Party* to the *Board of Directors* and *Assembly* in accordance with Article 6(5) xiii) of this *Agreement*;
- (xiv) subject to other provisions of this *Agreement*, propose modalities for any additional rules for the financial management of funds;
- (xv) propose the establishment of any advisory committees, including the appointment of its members;
- (xvi) propose to the *Board of Directors* and *Assembly* the decision to suspend all or part of the *Project* or to terminate all or part of the *Contract*, including the modalities of such termination with respect to ongoing activities; or propose a decision regarding a request by the *Co-ordinator* to the *Commission* to terminate the participation of one (1) or more *Parties* in the *Contract*;
- (xvii) co-ordination of agreements or activities in accordance with Annex II.12 of the *Contract* on publications or press releases by *Parties* or by the *Commission* and co-ordinate the required actions and agreements on planned press releases or publications in accordance with the provisions of Article 36 of this *Agreement*;

(3) In case of the *Default* of the *Co-ordinator* in the performance of its tasks as a *Co-ordinator*, at least three (3) members of the *Executive Committee* acting jointly shall document such *Default* and bring the issue to the vice-chairperson of the *Board of Directors*, who shall inform the *Parties* of the issue for a decision to be taken within the *Board of Directors* and *Assembly*.

(4) The *Executive Committee* shall be chaired by the representative(s) of the *Coordinator* for a period of one (1) year. Thereafter the *Executive Committee* shall nominate a chairperson, to be appointed by the *Board of Directors* and *Assembly* for a period of one (1) year. Reappointments of the same chairperson shall be possible. The chairperson of the *Executive Committee* shall usually be responsible for the transmission and presentation of the proposals of the *Executive Committee* to the *Board of Directors* and *Assembly*.

(5) Meetings of the *Executive Committee* shall take place at least once a month or upon request by any of its members. The meetings shall be convened by the *Co-ordinator* with a notice period of fourteen (14) calendar days. The convocation shall identify the agenda of the meeting, and all decisions to be taken. Supporting material and documentation for such decision will be provided seven (7) days in advance. Any member of the *Executive Committee* may suggest any additional agenda items by giving notice of such request to all other members not later than seventy two (72) hours in advance to the meeting. Notice periods may be waived by unanimous *Agreement* from all members of the *Executive Committee*.

(6) In the decisions of the *Executive Committee* each *Workpackage Leader* or their deputy shall have one (1) vote; the representative(s) of the *Co-ordinator* not acting as *Workpackage Leader* shall have no voting rights arising from their capacity as representatives of the *Co-ordinator*. Decisions in meetings of the *Executive Committee* shall require a quorum of all members of the *Executive Committee* either being present or represented by deputies. Decisions shall be taken by a majority of two thirds ($\frac{2}{3}$) of the votes. The *Workpackage Leader*, whose tasks or activities are existentially impacted by such decision, may object to such decision. In such case the matter, shall be brought to and decided in the *Board of Directors*, where the reasons for the decision as well as the reasons for the objection shall be presented.

(7) With the prior agreement of all members of the *Executive Committee* meetings of the *Executive Committee* may also be held

- (i) without the prior notices required under Article 9 (5) of this *Agreement*, and/or
- (ii) via audio- or video-teleconferences and/or
- (iii) decisions required to be taken or permitted to be taken by the *Executive Committee* may be taken via email, on the pre-condition that all other members of the *Executive Committee* receive copies of all related communications from all other members.

(8) All meetings and decisions of the *Executive Committee*, including those based on non-personal meetings according to paragraph (7) of this Article, shall be minuted by the *Co-ordinator* and agreed upon by the members who participated in that meeting. The minutes shall record inter alia all decisions taken and shall be sent to all members of the *Executive Committee* within seven (7) calendar days. The minutes shall be considered as accepted, if until the next meeting of the *Executive Committee* no member or attendee has objected against the minutes towards the *Co-ordinator*. Thereafter, the chairperson of the *Executive Committee* shall sign the minutes. The original minutes thus compiled and signed shall be kept by the *Co-ordinator* and serve as prima facie evidence for the decisions taken. The *Co-ordinator* shall distribute copies to all members and attendees.

(9) Unless otherwise decided by the *Assembly*, the members of the *Executive Committee* shall attend all meetings of the *Board of Directors* and *Assembly ex-officio*, shall have the right to speak at these meetings and shall give any explanations requested by the *Directors* and/or the *Parties'* representatives to the *Assembly*.

(10) Neither the *Executive Committee* nor its chairperson or any of its members, including in their position as *Workpackage Leader*, shall be entitled to act or to make legally binding declarations on behalf of the *Parties* altogether or on behalf of a single *Party* to this *Agreement* nor shall a member enlarge its role beyond the one described herein.

Article 10: Review College

(1) The *Parties* agree to participate in the establishment of a *Review College* as described in the Annex I to the *Contract*.

(2) The *Review College* shall consist of respected members of the peer group with experience of the state of the art in the field of the *Epoch Network* activities. The members of the *Review College* shall be appointed following a nomination process as described in the Annex I to the *Contract*. The rules and agreements related to the appointment must ensure that matters of confidentiality are observed and that all members of the *Review College* sign a non-disclosure agreement.

(3) The *Review College* will assist the *Epoch Network* in formulating an agreed *Research Agenda* and formulate recommendations to the *Assembly*, *Board of Directors* and *Executive*

Committee and can also be requested by the *Assembly* and the *Executive Committee* to deliberate on further specific topics. To this end, the *Review College* shall in particular:

- (i) assist in formulating recommendations to the *Assembly, Board of Directors* and the *Executive Committee* on the content, planning and execution of the *Parties'* joint research programme within the *Epoch Network*;
- (ii) assist in formulating recommendations to the *Assembly, Board of Directors* and the *Executive Committee* with respect to any other scientific aspects and requirements of the *Epoch Network*.

(4) The *Review College* shall be supported by an on-line system as part of the EPOCH website. This will allow recording of reports, comments, votes and recommendations, and provide automatically generated summary reports to inform the processes of setting priorities for revisions to the *JPAs*.

(5) Should the *Assembly, Board of Directors* or *Executive Committee* not follow the recommendations of the *Review College*, the reasons for such decision must be recorded in the respective minutes of meeting.

(6) The *Assembly, Board of Directors* or the *Executive Committee* may invite the members of the *Review College* to attend their meetings in order to give further explanations on its recommendations.

(6) The *Executive Committee* will invite members of the *Review College* to act as quality assurance reviewers for deliverables, in line with the *EPOCH Network* quality assurance section of the *EPOCH Network* policy and procedures Manual.

Article 11: Advisory Committees

(1) The *Parties'* representatives may agree in the *Assembly* on the establishment of any advisory committees considered necessary and shall decide on the modalities of such committees.

Article 12: The Co-ordinator

(1) The *Co-ordinator* shall be the intermediary between the *Parties* and the *Commission* in relation to the *Parties'* obligations as *Contractors* under the *Contract*.

(2) The *Co-ordinator* shall promptly perform all tasks assigned to it pursuant to the *Contract* and shall do so in the interest of all *Parties* and as further described in this *Agreement*.

(3) Additional tasks shall be performed by the *Co-ordinator* to the extent as determined in this *Agreement*, or as otherwise agreed upon between the *Parties* in the *Plan of Activities*.

(4) To this end, the *Co-ordinator* shall appoint and make promptly known to all *Parties* and their representatives involved in the *Project*, the person(s) in charge of the execution of the *Co-ordinator's* tasks.

(5) With respect to the *Co-ordinator's* tasks under paragraph (2) of this Article, the *Co-ordinator* shall in particular be responsible for:

- (i) assistance in the *Board of Directors* in the overall follow-up of the performance of the tasks and activities and deliverables to be provided by the *Parties* under the *Contract* as well as information of the representatives of the other *Parties* on any non-performance;
- (ii) upon timely approval by the *Board of Directors* or *Assembly* where necessary, transmission of reports and other deliverables to the *Commission*;

- (iii) timely delivery of cost and other statements as well as financial audit certificates from the *Parties* to the *Commission*;
- (iv) forwarding any documents and information connected with the *Contract* performance to the *Executive Committee*, *Board of Directors* and the *Parties* concerned;
- (v) performing in due diligence its tasks in the proper administration of any funds and maintaining financial accounts as provided for in Article 22 and 23 of this *Agreement*;
- (vi) arranging for the payment and, in case of *Default*, the withholding of payments allocated among the *Parties* in accordance with the respective *Plan of Activities* and in consideration of any agreement in a *Task Force* in accordance with Article 8 paragraph (7) viii) of this *Agreement*;
- (vii) upon prior information to the members of the *Board of Directors*, administering and forwarding any unilateral requests for the termination of a *Party's* participation in the *Contract* to the *Assembly* and the *Commission*;

(6) If one or more *Parties* is late in submission of deliverables under the *Contract*, the *Co-ordinator* may submit the other *Parties'* deliverables to the *Commission*. If the *Assembly* is late in the approval of reports, the *Co-ordinator* may submit earlier drafts of the reports to the *Commission*.

(7) Besides its other tasks, the *Co-ordinator* shall also administer and prepare minutes of meetings and shall provide the initial chairperson of the *Assembly*, *Board of Directors* and *Executive Committee*;

(8) Neither the *Co-ordinator*, nor any of its representatives shall be entitled to act or to make legally binding declarations on behalf of the *Parties* altogether or on behalf of a single *Party* to this *Agreement* or to enlarge its role beyond the one described herein and in the *Contract*.

Article 13: Administrative Support Team

(1) An administrative support team will be employed and managed by the *Co-ordinator* as specified in Annex I to the *Contract*.

(2) The administrative support team shall assist the *Executive Committee*, *Board of Directors*, *Assembly*, the *Review College* and the *Co-ordinator* in the fulfillment of administrative and organisational tasks in accordance with the *Plan of Activities* and respective decisions of the *Executive Committee*.

(3) The costs of administrative support will be planned by the *Coordinator* and will be included in the *EPOCH Network Budget* as part of budgeting process.

(4) The members of the administrative team shall not be entitled to act or to make legally binding declarations on behalf of the *Parties* altogether nor on behalf of a single *Party* to this *Agreement*.

Section C: Performance responsibilities of the Parties

Article 14: Obligations - Plan of Activities

(1) The obligations of the *Parties* are specified in the *Contract*, including the *JPA*, as detailed or supplemented in the *Plan of Activities* agreed upon according to the provisions of this *Agreement*.

(2) The first *Plan of Activities* is set forth in Annex I of this Agreement. In the adoption of any subsequent *Plan of Activities*, a *Party* may only refuse to contribute additional resources beyond the contributions that would be due to meet the agreed level of integration stated in the most recent Annex I to the *Contract*. The level of integration is defined by the set of indicators/deliverables in the *Contract*. The *Plan of Activities* includes the setting of agreed research priorities within the *Epoch Network* and the definition of a Research Agenda for the inter-disciplinary topics represented in the work of the *Epoch Network*. The *Parties* agree to participate in consultation exercises and electronic voting in order to define these integrating activities.

(3) The *Plan of Activities* also includes a number of “scalable activities” which are defined in Annex I to the *Contract* as “Activities where additional costs (for example travel and subsistence) are provided for activities which involve staff employed on other funding”. Scalable activities are planned in such areas as Bursaries for Education and Training, Grants for Staff Mobility and Exchanges and Events. Budgets for scalable activities are currently assigned to the managing *Party* for that activity, who will authorise application of the budget in detail to the *Parties* involved in that activity, implementing the policy and procedures. *Parties* wishing to participate in scalable activities will have the opportunity within the *Epoch Network's* policy and procedures to apply to participate.

Article 15: Responsibilities of the Parties and liability

(1) Each *Party* hereby undertakes to use all reasonable endeavours to perform and fulfil, promptly, and on time, all of its obligations under the *Contract* and this *Agreement*, to be actively engaged to fulfil the purpose and objectives of the *Project* and act in a spirit of cooperation and mutual trust. For the avoidance of doubt, this includes that the *Parties* shall also make all reasonable endeavours to provide their respective contributions to deliverables, information, and reports as required for the *Working Groups*, *Workpackage Management Committees*, *Task Forces*, the *Board of Directors*, *Executive Committee* and the *Co-ordinator* to fulfil their tasks under the *Contract* and this *Agreement*.

(2) Without prejudice to the *Parties* information obligations under the *Contract*, each *Party* undertakes to notify the *Executive Committee* via the appropriate *Workpackage Leader* promptly of any significant problem or delay likely to affect the success of the *Project*.

(3) Each *Party* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies under this *Agreement* or under the *Contract* and promptly to correct any error therein, of which it is notified. The recipient *Party* shall be entirely responsible for its own use to which it puts such information and materials and the supplying *Party* shall be under no obligation or liability other than as stated in Article 15(4) of this *Agreement*, and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials. The latter shall not apply for the *Co-ordinator*, who may rely on the accuracy of the information or materials received for the purpose of transmission to the *Commission*.

(4) Each *Party* agrees not to use knowingly, as part of a deliverable or in the design of such deliverable or in any information supplied hereunder or under the *Contract*, any proprietary rights of a third party for which such *Party* has not acquired the right to grant licences and user rights to the other *Parties* in accordance with the *Contract*, unless all of the other *Parties* have accepted such use in writing, such acceptance not to be unreasonably withheld.

(5) Without prejudice to any specific provisions of the *Contract* or this *Agreement*, each *Party* shall be solely liable for any loss, damage or injury to third parties resulting solely from the performance of its obligations under this *Agreement*.

(6) No *Party* shall be responsible to any other *Party* for indirect or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

(7) A *Party's* liability towards the other *Parties* shall be limited to the total maximum amount such *Party* would have been entitled to receive under the last *Plan of Activities*.

(8) In accordance with the *Contract* and its Financial Guidelines, for the purposes of Article 16, Public Bodies (as defined in Annex II Section II.1.21 to the *Contract*) shall be responsible only for their own debts. For the avoidance of doubt, those *Parties* listed in Attachment III to this *Agreement* fall into this category as defined in the *Contract*.

Article 16: Defaults and remedies

(1) For the purposes of this *Agreement*, the non-performance or *Default*, including delay, in performance of its obligations under this *Agreement* or the *Contract* (*Default*) by a *Party* (in such case referred to as *Defaulting Party*) shall be considered a breach, if it is not due to *Force Majeure* and if it is irremediable or is not remedied within sixty (60) calendar days of a notice in writing from the *Coordinator* upon a respective decision by the *Executive Committee*, requiring that such non-performance be remedied. The lack of participation of a *Party* (in person, by proxy or by registering votes electronically as defined in Article 7) at two (2) consecutive meetings of the *Assembly* or in two (2) consecutive meetings of the *Executive Committee* shall be considered a breach by the respective *Party*. Failure to vote in three (3) successive online votes and/or calls for information shall also be deemed as a defaulting performance.

(2) In the event of a breach of the *Contract* or any other obligation in relation to this *Agreement* by a *Defaulting Party*, the other *Parties* may decide jointly in the *Assembly* to terminate this *Agreement* in relation to such *Party* by a written notice of not less than thirty (30) calendar days to be sent by the *Co-ordinator*.

(3) In the event of a breach of its obligations under the *Contract*, the *Defaulting Party* shall be deemed to have agreed to the termination of the *Contract* in respect of its participation therein under the relevant provisions of the *Contract*, as the other *Contractors* and/or the *Commission* shall decide.

(4) In the event of a breach, all and any claim to a reimbursement or consideration, if any, related to the obligation breached shall be deemed to be waived by the *Defaulting Party* after the date of receipt of the request to remedy a non-performance.

(5) Unless decided otherwise unanimously by the *Parties* in the *Assembly* and without prejudice to the provisions of Article 15 of this *Agreement*, in the event of a breach by a *Party* and if a respective decision of termination is taken by the other *Parties* in accordance with paragraph (1) of this Article, the following shall apply:

- (i) any and all *Access rights* granted to the *Defaulting Party* by the other *Parties* under this *Agreement* as well as under the *Contract*, shall cease immediately while any and all *Access rights* granted by the *Defaulting Party* to the other *Parties* under this *Agreement* as well as under the *Contract* shall remain in full force and effect;
- (ii) the work and tasks remaining to be performed by the *Defaulting Party*, may be assigned, by decision of the other *Parties* within the *Assembly*, to one (1) or more of the *Parties* or to third parties, which are acceptable to the *Commission* and agree to be bound by the terms of this *Agreement*.
- (iii) the *Defaulting Party* shall, within the limits specified in Article 15 (5) and 15 (7) of this *Agreement*:
 - assume all reasonable direct cost increase (if any) resulting from the assignment referred to in ii) above in comparison with the costs of the work to be performed by the *Defaulting Party* as specified in the *Plan of Activities* defining such work;

- be liable for any so resulting additional direct cost incurred by the other *Parties*. Consequently, any further amount required pursuant to any joint liability of the *Parties* to perform the *Contract* shall be equally borne between the *Parties* excluding Public Bodies.

(6) Without prejudice to any other rights of the other *Parties*, the provisions of paragraph (5) of this Article shall also apply in the event that a *Party's* participation in the *Contract* is terminated by the *Commission*.

(7) If a *Party* enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other *Parties* shall take over the fulfillment of such *Party's* obligations and receive subsequent payments under the *Contract* in respect thereof. In such event all rights and obligations under the *Contract* and this *Agreement* shall in good faith be redistributed among the remaining *Parties* on the basis of the work performed by the affected *Party* prior to the occurrence of the above circumstance.

Article 17: Force Majeure

(1) The *Parties* agree that the definition for *Force Majeure* and the consequences with respect to the *Parties'* rights and obligations in case of *Force Majeure* under this *Agreement* shall be the same as provided for in the *Contract* (Annex II.4) as these may be amended from time to time between the *Parties* and the *Community*.

(2) A *Party* shall promptly notify the *Executive Committee* in writing of any *Force Majeure* that may affect the fulfillment of its obligations under the *Contract* or under this *Agreement*.

Article 18: Exchange of Personnel

(1) The *Parties* will consider the exchange of personnel and staff mobility for the purpose including, without limitation, of providing training, carrying out jointly executed research, coordinating activities and/or implementing common research tools and infrastructure. The *Parties* shall have the opportunity to apply for *Epoch Network* support for these activities, within the budgetary constraints and priorities and *EPOCH Network* policy and procedures.

(2) The following principles shall apply for exchange of personnel:

- (i) The visiting person will continue to be employed by the original employer during the exchange.
- (ii) The visiting person will be subject to and required to observe all rules, regulations, policy and requirements of the host *Party*, including but not limited to non-disclosure of confidential information, health and safety, security and export control requirements, conduct, hours of work and predetermined firm holidays.

(3) *Knowledge* developed by the visiting person during his/her assignment shall be handled in accordance with the provisions of Section E on Intellectual Property Rights of this *Agreement*.

(4) Additional provisions or, if legally necessary, modifications on the above principles shall be laid down by the *Parties* concerned in *Additional Agreements*.

Article 19: Subcontracting

(1) Subcontracts planned by a *Party* in relation to its obligations under the *Contract* and which are not clearly identified in Annex I of the *Contract*, shall require the approval of the *Executive Committee* and shall be approved by such *Committee* in the light of the provisions of Annex II.6 of the *Contract*.

(2) In case a *Party* uses a subcontractor in the performance of its obligations under the *Contract* or in the performance of other obligations under this *Agreement*, such *Party* shall remain fully responsible for the performance of any part of such obligations and, unless otherwise approved by the *Assembly*, bear all costs and obligations resulting from such subcontracting. For the avoidance of doubt, such *Party* shall also be fully responsible for the supervision of its *Subcontractors* and shall ensure that:

- (i) such subcontracts fully comply with the requirements of the *Contract*;
- (ii) that obligations of non-disclosure under Article 42 of this *Agreement* are extended to such Subcontractor by appropriate contractual obligations;
- (iii) that the other *Parties' Access rights* are fully preserved ; and
- (iv) that the third party shall have no access to any other *Party's Knowledge* or *Pre-Existing know-how* without the latter's prior written consent.

Section D: Financial provisions

Article 20: Financial contribution of the Community

(1) The financial contribution of the *Community* shall be distributed according to the *Epoch Network Budget*, which reflects the provisions of the *Contract*, this *Agreement* and the decisions of the *Assembly*.

Article 21: Resources

(1) Each *Party* shall make available the resources for performing its obligations as agreed in the *Plan of Activities*. These resources may take the form of money or comprise assets of any other nature.

(2) All resources made available for the performance of the *Epoch Network* activities shall be valued and included in the *Epoch Network Budget*.

(3) All resources not provided by the *Commission*, shall be valued on a basis of the relevant cost model of the *Party* concerned.

(4) Costs arising from a *Party's* performance or contribution or any participation in the *Epoch Network* shall be borne fully and solely by such *Party*, if not explicitly determined otherwise in the *Epoch Network Budget*.

Article 22: Custody of funds

(1) Any money made available for the execution of the *Plan of Activities*, including the *Community* financial contribution, shall be received and administered by the *Co-ordinator* so as to be clearly separated and identified by special account codes.

(2) In case the *Co-ordinator* is not a *Public body*, this account must be separated from its normal business accounts and its own assets and property. Such separation shall be made by means of a notary public deposit or similar means provided for in the national laws and regulations of the country where the money is deposited. The latter shall not apply, if the *Co-ordinator* is a wholly owned subsidiary of one or more *Public bodies*, as long as these guarantee the custody.

(3) The *Assembly* shall designate two (2) *Parties*, which shall act with the *Coordinator* as signatories (hereinafter including the *Co-ordinator* referred to as *Signatories*) for any advance payments to the *Parties*. Advance payments shall not be made to third parties.

(4) Where a *Party* receives an advance payment in respect of *Scalable Activities* for which they are responsible that *Party* shall be responsible for release of those funds to the

Parties undertaking the activities in accordance with *EPOCH Network* policies and procedures. The audit requirements for the funds so released shall remain the responsibility of the *Party* receiving the advance.

Article 23: Payments

(1) Any payments shall require authorisation of at least two (2) *Signatories* who shall act jointly and in accordance with this *Agreement* and/or with any specific decision of the *Assembly*.

(2) Not later than thirty (30) days from a formal *Assembly* decision on the *Epoch Network Budget*, the *Co-ordinator* will, on the basis of such authorisation, transfer the amounts available to it and due to the *Parties* concerned, and will notify those *Parties* promptly of the date and composition of the amount transferred to its bank account and shall give the relevant references. The *Co-ordinator* shall maintain financial accounts tracing payments made and identifying what portion of the *Community* financial contribution has been paid to each *Party*.

(3) Notwithstanding the existence of the *Epoch Network Budget*, each *Party* shall be solely responsible for demonstrating its costs with respect to the *Project* towards the *Commission* – in accordance with its own financial system as allowed for by the *Commission*. Neither the *Co-ordinator* nor any of the other *Parties* shall be in any way liable or responsible for such demonstration towards the *Commission*.

Article 24: Budgeting specific costs

(1) Costs for management shall be budgeted in the following order:

- (i) banking and transaction costs related to the handling of any financial resources made available for the *Epoch Network* by the *Co-ordinator*;
- (ii) reasonable costs of *Parties* related to the delivery of audit certificates according to Annex II.26 of the *Contract*;
- (iii) costs for the *Co-ordinator* and the administrative team including costs related to implementation of calls for new *Contractors* and updating this *Agreement*, if any;
- (iv) costs for the tasks of the *Workpackage Leaders*, *Working Group* and *Task Force Chairs*, and tasks of the *Board of Directors* and *Executive Committee*;
- (v) any other categories of management costs.

(2) The above sequence shall be taken into account by the *Parties* when agreeing on the *Epoch Network Budget*. The *Epoch Network Budget* has to cover the reimbursement of the coordination costs that remain from the items above, if the management budget is fully used.

(3) All other costs are to be handled within the budget lines of the *Plan of Activities* concerned. The *Parties* agree that eligible costs shall be reclaimable from the available *Epoch Network Budget* under the following rules:

- (i) *Parties* identifying eligible costs under the FC or FCF cost models shall be able to reclaim up to 50% of eligible full costs
- (ii) *Parties* identifying eligible costs under the AC cost models shall be able to reclaim up to 100% of eligible additional costs

(4) In exceptional cases, identified by the *Board of Directors* on the recommendation of the *Executive Committee* as being in the best interests of the *Consortium*, the *Board of Directors* may make a recommendation to the *Assembly* for *Parties* identifying costs under

the FC or FCF cost models to recover greater up to 100% of their eligible costs as permitted under the *Contract*.

Article 25: Financial planning and reporting data

(1) Each *Party* shall, within the organisational structures set-forth in this *Agreement*, make available all relevant financial data as needed for the setting-up of the *Epoch Network Budget*.

(2) The *Co-ordinator* shall provide consolidated data about definitive payments by the *Commission* and about the financial statements of all *Parties* as delivered to the *Commission*, in order to be able to prepare new *Epoch Network Budgets*.

(3) Each *Party* shall be solely liable for its financial data. No other *Party*, including the *Co-ordinator*, nor their representatives acting within the scope of this *Agreement* may change these data without a written permission of the *Party* concerned.

Article 26. Suspension of payment by the Commission

(1) In case the *Commission* decides to suspend the *Project*, the *Parties* shall meet in the *Assembly* in order to decide on the further procedure and the modalities of continuation of the *Epoch Network* activities.

(2) In case no agreement on the further procedure or continuation of the *Epoch Network* activities can be reached, those activities within the *Epoch Network*, which are necessary to the other *Parties* in order to continue their activities in the field of the *Epoch Network*, shall continue for the current period of the *Plan of Activities*, to the extent that adequate reimbursement and sharing of costs ensuing from such activities has already been agreed upon or can be agreed upon among the *Parties* concerned.

Section E: Intellectual Property Rights

Article 27: Relation to Contract provisions

(1) Each *Party* is bound by the terms and conditions of the *Commission* contractual rules, Annex II General Conditions – Part C entitled “Intellectual Property Rights” as hereby complemented or specified.

Article 28: Pre-existing Know-how

(1) The *Parties* have identified and listed in Attachment II of this *Agreement* the *Pre-Existing know-how* needed for the *Project* and the *Pre-Existing know-how* explicitly excluded from *Access rights*. The *Parties* agree that all other *Pre-Existing know-how* shall be considered as unnecessary for the implementation of the *Project* and/or excluded, provided however the *Parties* may update Attachment II to extend the listed *Pre-Existing know-how*.

Article 29: Ownership of Knowledge

(1) *Knowledge* arising from work carried out under the *Project* shall be the property of the *Party(ies)* carrying out the work leading to that *Knowledge*.

(2) Where several *Parties* have jointly carried out work generating the *Knowledge* and where their respective share of the work cannot be ascertained, they shall have joint ownership of such *Knowledge*. They shall agree among themselves, in a separate agreement, on the allocation and the terms of exercising the ownership of said *Knowledge* on a case by case basis.

(3) Subject to any specific agreement between the *Parties* owning the *Knowledge* and to the provisions of the *Contract* and this *Agreement*, each co-owner shall be entitled to use the joint *Knowledge* and to license such right with the consent of the other *Parties* concerned. In

case of licensing to third parties, appropriate financial compensation shall be given to the other *Parties* concerned.

(4) In addition to the obligations pursuant to the Annex II.30.3 of the *Contract*, each *Party* shall ensure that it can fulfil its obligations under the *Contract* and this *Agreement*, notwithstanding any rights of its faculty, employees, post-docs or students under the *Knowledge* or *Pre-existing know-how*.

Article 30: Protection of Knowledge

(1) The *Parties* shall make reasonable endeavours to protect the *Knowledge* arising out of their performance of the *Project*, according to their own policy and legitimate interest and in observance of their obligations under the *Contract*. If it does not intend to seek adequate and effective protection of its knowledge from the *Project*, the *Commission* should be notified in accordance with Annex II.33 of the *Contract*.

(2) Each *Party* shall be entitled to protect its own *Knowledge* under its own name and at its sole expense unless specifically agreed otherwise between the *Parties* concerned. Such *Party* shall inform the other *Parties* in a timely fashion and, where necessary, under appropriate non-disclosure agreement of any patent filing and other intellectual property rights.

(3) *Parties* will act together to protect jointly owned *Knowledge*. A co-ownership agreement will be established between those *Parties* who share rights to *Knowledge* in accordance with Article 29 of this *Agreement* to define the arrangement between them for applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right.

Article 31: Access rights – General principles

(1) For the purpose of clarification, the terms “*Needed*” and “*Commercial*” when used with regard to *Access rights* shall have the following meanings:

- ‘*Needed*’ shall mean that, without the grant of the requested *Access rights*, the *Party*’s work under the *Project*, or its ability to *Use* its own *Knowledge* would be impossible, or would require significant additional resources, or would be significantly delayed. The requesting *Party* bears the burden to demonstrate that the *Access rights* are *Needed*.
- “*Commercial*” shall refer to the transfer of *Knowledge* or *Pre-existing know-how* to a for-profit organisation [by sale, lease, licence, by inclusion in further research for third parties or any other means including performing contract research service] in such a way that a for-profit organisation is enabled to *Use* this *Knowledge* or *Pre-existing know-how*.

(2) All *Needed Access rights* shall hereby be granted on a non-exclusive basis and upon written request stating the extent of the *Access rights needed* and reasons for its need.

(3) No transfer costs shall be charged for the granting of *Access rights*.

(4) Unless explicitly agreed on a case-by-case basis by the *Party* or *Parties* owning the *Knowledge* and/or the *Pre-Existing know-how*, *Access rights* shall not be granted to affiliates of *Parties*, nor include the right to grant sub-licenses.

(5) Upon request of the *Party* granting *Access rights* and without prejudice to the *Contract* provisions, a bilateral agreement will be concluded between the *Parties* to specify the conditions of *Access* but not restricting the principal rights.

Article 32: Access rights for execution of the project

(1) All *Access rights* to Knowledge and Pre Existing Know How *Needed* for carrying out the *Project* are granted on a royalty-free, non exclusive basis.

Article 33: Access rights to Pre-existing Know-how for Use of own Knowledge

(1) *Access rights to Pre-Existing know-how needed for Use of own Knowledge* shall be granted on fair and non-discriminatory market conditions subject to a separate agreement between the *Parties* concerned, unless decided otherwise by the *Party* owning the *Pre Existing know-how* and/or unless granted for *Use* purposes defined under paragraph (2) hereunder.

(2) *Access rights to Pre-Existing know-how needed for Use of own Knowledge* in not *Commercial* research that enter into the scope/purpose of the *Epoch Network* and this *Agreement* shall be granted on non-exclusive royalty-free conditions subject to a separate agreement between the *Parties* concerned.

Article 34: Access-rights to Knowledge for Use of own Knowledge

(1) The granting of *Access rights to Knowledge Needed for Use of own Knowledge* is made conditional on the conclusion of separate agreements aimed at specifying the terms and conditions of *Use*.

(2) Unless granted for *Use* purposes defined in paragraphs (3) and (4) hereunder, *Access rights to Knowledge needed for Use of own Knowledge* shall be granted on fair conditions to be agreed between the *Parties* concerned.

(3) *Access rights needed for Use of own Knowledge* for teaching and for not *Commercial* research shall be granted on non-exclusive royalty-free basis.

(4) *Access rights to Knowledge needed for Use of own Knowledge* for the purpose of carrying out research in collaboration with and/or for a third party shall be granted on royalty-free, non exclusive basis, provided the research carried out enters into the scope/purpose of the *Epoch Network* and this *Agreement* and will enhance the *Epoch Network*. It is the responsibility of the *Party* requesting *Access Rights* to demonstrate that the proposed use meets these requirements.

Article 35: Identification of restrictive commitments

(1) It is understood that each of the *Parties* may have ongoing research activities in the field as set forth in Annex I of the *Contract*, that are subject to third party obligations, such as, but not limited to grants funded by governmental agencies, contracts with private companies, and material transfer agreements governing the use of third party proprietary materials in the research project.

(2) Each *Party* undertakes to inform promptly the other *Parties* of pre-existing contracts and grant projects which may, in its opinion, affect *Access rights* as per the provisions of the *Commission* contractual rules, Annex II.36 of the *Contract*. In the event of conflict between the terms of this *Agreement* and those obligations, the obligations undertaken by the *Parties* prior to this *Agreement* shall take precedence.

Article 36: Publication

(1) The *Parties* acknowledge their common interest in publishing the *Knowledge* to obtain recognition and to advance the state of *Knowledge* in the field as set forth in Annex I of the *Contract*. The *Parties* also recognise their common interest in obtaining valid intellectual property protection and in protecting business interests.

(2) The *Parties* each separately have the right to publish their own *Knowledge*. Jointly generated results of the *Project* however will be jointly published. In such a case authorship on publications will be based on academic standards and custom.

(3) All written or oral public disclosures concerning *Knowledge* will expressly reflect that it has been developed within the *Epoch Network*.

(4) The *Party* or *Parties* wishing to publish jointly generated *Knowledge* results will provide a copy of the abstract or publication manuscript to the other *Parties* owning that *Knowledge* as specified in Article 29 at the earliest practicable time but in any event at least seven (7) calendar days prior to any proposed submission for publication. Other *Parties* in the *EPOCH Network* (ie. *Parties* not owning the *Knowledge* as specified in Article 29) are deemed to have consented to the publication as required in Article 33 of Annex II to the *Contract*.

(5) The *Parties* owning the *Knowledge* may comment upon, but may not change, the conclusions and content of any such publication or presentation. Each of the *Parties* is however entitled to request that its proprietary confidential information, *Pre existing know-how* and *Knowledge* be deleted from any such publication or communication if they consider that the protection of their *Knowledge* would be adversely affected.

(6) In the event that a *Party* or *Parties* wish to incorporate and *Use* other *Party* or *Parties* digital images and/or artifacts in their proposed publication to illustrate work undertaken within the *Plan of Activities*, it shall obtain the prior consent of the *Party* or *Parties* concerned, which shall not be unreasonably withheld.

(7) Copies of abstracts, publication manuscripts and/or presentations should be made available electronically and forwarded to the *Coordinator* by the *Party* generating the publication at the earliest practicable time, indicating whether the publication may be included on the web-site in a public or private area, or if the publication has already been mounted elsewhere on the internet, giving the appropriate web address for linkage from the *EPOCH* web-site

(8) 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 *Knowledge* and *Pre-Existing know-how*. The *Party* concerned shall undertake to impose obligations of secrecy on external examiners to protect other *Party* or *Parties'* interest in *Confidential Information* contained in the thesis. When necessary, to safeguard the *Party's* interest in *Confidential Information* contained in the thesis access to the thesis shall be restricted for at least one (1) year.

(9) Nothing in this *Agreement* shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of the *Parties* or any of their marks, without their prior written approval.

Article 37: Integrated Management of Intellectual Property Rights

(1) The *Parties* agree to use the mechanisms defined in Articles 28-36 in conjunction with their in-house mechanisms to protect *Knowledge* generated in the *Epoch Network*

(2) The *Parties* acknowledge that the economics of the Cultural Heritage Sector mean that low cost solutions and solutions which adopt open access, open source and low-cost licensing approaches will enhance the spread and impact of expertise in the community.

(3) The *Epoch Network* will therefore prioritise solutions which enhance the value to the Cultural Heritage community, in particular the community engaged in enhancing the value added of technology applied to monuments, sites and museums

Section F: Termination and changes in the Consortium parties

Article 38: Accession to the Contract

(1) Third parties may accede to this *Agreement* and the *Contract* subject to a decision by the *Assembly* and, where required, the *Commission*.

(2) When the accession to the *Contract* is the result of a competitive call, the entering *Party* shall be accepted in accordance with this *Agreement* and the additional financial requirements set up in the competitive call.

(3) When the accession to the *Contract* is not the result of a competitive call, the entering *Party* will be accepted in accordance with this *Agreement* and the financial additional requirement set up by the *Assembly*.

Article 39: Termination

(1) This *Agreement* shall automatically terminate without any further required decision in case the *Project* work is not awarded to the *Parties* within a period of twelve (12) months from the entry into force of this *Agreement*.

(2) In the case of a termination of the entire *Contract* by the *Commission* or by the *Parties*, the *Parties* may terminate this *Agreement* by unanimous agreement, provided that decisions can be reached on the modalities of termination or the continuation of ongoing activities within the current *Plan of Activities* between the *Parties* involved in such activities.

(3) Termination of this *Agreement* with respect to an individual *Party* shall be possible according to the provisions of Article 16 or pursuant to the withdrawal of a *Party* in accordance with Article 40 of this *Agreement*.

Article 40: Withdrawal of Parties

(1) No *Party* shall be entitled to withdraw from this *Agreement* and/or participation in the *Project* unless:

- (i) that *Party* has obtained the prior written consent of the other *Parties* (such consent not to be unreasonably withheld), and also of the *Commission*, to the withdrawal from, or termination of, the *Contract*, or
- (ii) the *Contract* is terminated by the *Commission* in relation to that *Party* for any reason whatsoever

(2) However, a *Party* shall not by withdrawal or termination be relieved from:

- (i) its responsibilities under this *Agreement*, including the current *Plan of Activities* or the *Contract* in respect of that part of that *Party's* work on the *Project* which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or
- (ii) any of its obligations or liabilities arising out of such withdrawal or termination.

(3) Notwithstanding the provisions of paragraph (1), a *Party* intending to unilaterally terminate its part of the *Contract* or to withdraw from this *Agreement* ("the *Withdrawing Party*") is entitled to request the other *Parties'* consent with respect to such withdrawal, if:

- (i) modifications of its statute prevent the *Withdrawing Party* to further participate in the *Epoch Network*,
- (ii) a *Party's* activities in the field of the *Epoch Network* are substantially impaired due to a substantial decrease in the appropriation of public funds with respect to such activity or if the respective field has been entirely abandoned following a relevant executive decision within that entity or by its sponsors.

(4) If, due to integrative steps taken in fact by the *Parties* during the course of the *Project* without providing for an *Additional Agreement* setting forth details on withdrawal and termination from the concrete integrated activity, the other *Parties* vitally depend on the ongoing performance of technical responsibilities and obligations by the *Withdrawing Party*, the *Withdrawing Party* shall in any case continue to be obliged to perform such technical responsibilities and obligations against full reimbursement of costs for a period to be agreed upon between the remaining *Parties* and the *Withdrawing Party*, but which shall not exceed one (1) year.

Article 41: Survival of provisions

(1) The provisions related to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this *Agreement* for any reason whatsoever, to the extent needed to enable the *Parties* to pursue the remedies and benefits provided for in those provisions. For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

Section G: General contractual provisions

Article 42: Non-disclosure of information

(1) In respect of all and any information in whatever form or mode of transmission, which has been explicitly marked as "confidential", acquired prior to or during the period of this *Agreement* by a *Party* ("*Receiving Party*") from another *Party* (the "*Disclosing Party*") relating in any way whatsoever to the *Project* or the activities of the *Parties* within the *Epoch Network*, the *Receiving Party* or *Receiving Parties* hereby undertake(s) in addition and without prejudice to any commitment of nondisclosure under the *Contract*, for a period of five (5) years from the date of disclosure of the information:

- (i) not to use such information otherwise than for the purpose, for which it was disclosed;
- (ii) not to disclose such information to any third person without the prior written consent by the *Disclosing Party*;
- (iii) that internal distribution of information by a *Receiving Party* shall take place on a strict need-to-know basis.
- (iv) that such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the *Disclosing Party*;
- (v) to return to the *Disclosing Party* on demand all information which has been supplied to or acquired by the *Receiving Party* including all copies thereof and to delete all information stored in a machine readable form. The *Receiving Party* shall be responsible for the fulfillment of the above obligations on the part of its employees and shall ensure that its employees shall be respectively obligated, as far as legally possible, during and after the end or after the termination of employment.

(2) The *Receiving Party* shall not be liable for disclosure or use of confidential information, if and in so far as without breach of this provision which:

- (i) at the time of disclosure is in the public domain or which after disclosure becomes part of the public domain through no fault of the recipient; or it is in, or comes available, to the public at any time from a source other than the *Disclosing Party*, or

- (ii) the recipient *Party* can show was in its possession at the time of disclosure or which is independently developed by the recipient and was not acquired directly or indirectly from the *Disclosing Party*; or
- (iv) is made public at any time by the *Disclosing Party*, or by others with the permission of the *Disclosing Party*; or
- (v) is received by the *Receiving Party* from a third party without similar restriction and without breach of this *Agreement*; or
- (vi) is required to be disclosed by legal processes, law or regulatory authority.

(3) The *Receiving Party* shall apply the same degree of care but at least a reasonable degree of care with regard to the confidential information disclosed within the scope of this *Agreement* as with its own confidential and/or proprietary information.

(4) Each *Party* shall promptly advise the other in writing of any disclosure, misappropriation or misuse by any person of information as soon as practicable after it becomes aware of such disclosure, misappropriation or misuse. Each *Party* shall also promptly advise the other *Party* of any request by authorities of disclosure under strict legal requirements (such as legal processes) as soon as such a request is received.

(5) The expiration or termination of this *Agreement* shall not relieve the *Parties* of any rights or any obligations that have arisen under this Article during the term of this *Agreement*.

Article 43: Severability

(1) Should any provision of this *Agreement* prove to be invalid or incapable of fulfillment, or subsequently become invalid or incapable of fulfillment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this *Agreement*. In such a case, the *Party* concerned shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

Article 44: Attachments, Conflicts, Inconsistency

(1) The Attachments of this *Agreement*, which are an integral part thereof are: - Attachment I: First *Plan of Activities* - Attachment II: Excluded and Included Pre-Existing Know-How – Attachment III: Public Bodies as Defined in the *Contract*.

(2) In the event of conflict or inconsistency between any provision contained in the body of this *Agreement* and any provision contained in its Attachments, the provisions contained in the body shall prevail.

(3) In the event of conflict or inconsistency between any provision contained in this *Agreement* and the provisions of the *Contract*, the provisions of the *Contract* shall prevail.

(4) In the event of conflict or inconsistency in a matter falling under the subject of this *Agreement* between any provision contained in this *Agreement* and an *Additional Agreement* concluded in connection with the integration process of the *Parties*, the conditions of this *Agreement* shall prevail.

Article 45: No Partnership or Agency

(1) This *Agreement* is not intended to and nothing in this *Agreement* shall be deemed to constitute, create, give effect to, or otherwise recognise such creation of a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the *Parties*.

Article 46: Notices

(1) If not explicitly stated in this *Agreement* that a notice shall be in writing, any notices, requests, consents and other communications to be given by a *Party* under this *Agreement* may also be effected by email or by telefax.

(2) Notices in writing shall be deemed to be valid and effective, if the notice

(i) has been personally served,

(ii) sent by registered prepaid airmail, or

(iii) sent by recorded delivery mail to the representatives of the *Parties* to the *Assembly* at their addresses listed in the most current address list to be kept by the *Coordinator*.

(3) Notices by email or telefax shall be deemed to be valid and effective, if sent to representatives of the *Parties* at the addresses as listed in such address list and if delivery was recorded and a transmission report has been received by the sender. When sending emails *Parties* will have to take precautions of encrypting emails with important content!

(4) The address list to be kept by the *Co-ordinator* shall show full addresses and names of the *Parties*' authorised representatives to the *Assembly*. For the purpose of convenience, it shall also show the contact details of other persons designated under the *Contract* or otherwise designated by the *Parties* in connection with the *Project*.

(5) Any change of persons or contact details shall immediately be notified by the respective *Party* to the *Co-ordinator*. The *Co-ordinator* will forthwith distribute a respectively modified address list to all the other contact persons and the *Commission*. The address list shall be accessible to all concerned.

Article 47: Assignment, Amendments

(1) Any rights or obligations of the *Parties* arising from this *Agreement* may not be assigned or transferred in all or in part to any third party without the other *Parties*' prior written approval.

(2) All and any amendments and modifications to the main body of this *Agreement* require consent in writing between all *Parties*, duly signed by respectively authorised representatives of the *Parties*.

(3) All and any amendments and modifications to Attachment I requires respective decisions of the *Assembly* as specified in Article 6 and 7 of this *Agreement*. Attachment II of this *Agreement* may be amended as specified in Article 28.

Article 48: Language

(1) This *Agreement* is drawn up in English, which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

Article 49: Governing Law

(1) This *Agreement* shall be construed in accordance with and governed by the laws of the same country, by which the *Contract* is governed.

Article 50: Settlement of Disputes

(1) The *Parties* shall endeavour to settle disputes amicably.

(2) In the event of any dispute, difference, controversy or claim arising out of or in connection with this *Agreement*, the *Parties* will first attempt to settle such dispute by

consultations in at least two (2) minuted meetings on the subject. The second meeting shall be held among the respective *Parties'* representatives to the *Assembly*.

(3) In case of a dispute on issues related to intellectual property rights, the first of these meetings shall be held between the *Parties'* respective members to the IPR *Task Force*, if such *Task Force* exists.

(4) If in application of paragraph (2) of this Article, the *Parties* concerned have not reached a settlement of such dispute at the expiration of sixty (60) days after the second meeting, the dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the ICC as presently in force. The number of arbitrators shall be three (3). In disputes, where the value of the dispute does not exceed 250,000 million Euro, the dispute shall be settled by arbitration with a sole arbitrator. The place of arbitration shall be Brussels and the language to be used in the arbitral procedure shall be English.

ATTACHMENT I – First Plan of Activities: See Annex I to the Contract

The definitive First Plan of Activities will be sent with the Accession to the Contract.