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# CONSORTIUM AGREEMENT

concerning the Project

"Science, Technology and Society Initiative to minimize Unwanted Catches in European Fisheries"

("MINOUW")

**CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "the Rules"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on ( 24/02/ 2015) ) ("the Effective Date").

**BETWEEN:**

**(1) Agencia Estatal Consejo Superior de Investigaciones Científicas. Instituto de Ciencias del Mar. Spain.**
**("the Coordinator ")**

**(2) Consiglio Nazionale delle Ricerche (CNR). Istituto per l´Ambiente Marino Costiero (IAMC), USO di Mazara del Vallo . Italy.**

**(3) Haskoli Islands. Department of Mathematics. Iceland.**

**(4) WWF European Policy Programme AISBL . Belgium.**

**(5) Comunidad Autónoma de las Islas Baleares. Dirección General de Medio Rural y Marino (DGMRM). Spain.**

**(6) Centro de Ciências do Mar do Algarve. Portugal.**

**(7) Havforskningsinstituttet (IMR). Norway.**

**(8) Consorzio per il Centro Interuniversitario di Biologia Marina ed Ecologia Applicata "G. Bacci". Italy.**

**(9) Hellenic Center for Marine Research. Institute of Marine Biological resources and Inlands Waters. Greece.**

**(10) Universidad del País Vasco/Euskal Herriko Unibertsitatea. Departamento de Fundamentos de Análisis Ecónomico II. Spain.**

**(11) Nisea Società Cooperativa. Italy.**

**(12) Proyectos Biológicos y Técnicos s.l. Spain.**

**(13) University of York. York Centre for Complex System and Analysis. York. United Kingdom.**

**(14) Israel Oceanographic and Limnological Research, Limited. Physical Oceanography. Israel.**

**(15) University of Helsinki. Department of Environmental Sciences. Finland.**

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

relating to the Action entitled

"Science, Technology and Society Initiative to minimize Unwanted Catches in European Fisheries"

in short

**"Minouw"**

hereinafter referred to as "Project"

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)
The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter "Grant Agreement").
The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## Section 1: Definitions

### 1.1 Definitions

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

### 1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Needed"

means:

For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

"Project Coordinator"

Project coordinator means the scientific representative appointed by CSIC to carry out the Coordinator´s scientific tasks. The Project Coordinator appointed by CSIC is Dr Francesc Maynou.

"Software"

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

## Section 2: Purpose

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

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

### 3.1 Entry into force

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

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

An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.
However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement
- is not signed by the Funding Authority or a Party, or
- is terminated, or

if a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

### 3.3 Survival of rights and obligations

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

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

## Section 4: Responsibilities of Parties

### 4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

### 4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

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

### 4.3 Involvement of third parties

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

## Section 5: Liability towards each other

### 5.1 No warranties

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

Therefore,

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

### 5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

### 5.3 Damage caused to third parties

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

### 5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## Section 6: Governance structure

### 6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies (as described in Annex 1 of the Grant Agreement (DOA):

The General Assembly as the body where the Parties can address questions and raise matters concerning the Project . The General Assembly may take some major decisions regarding the Project and will oversee the functioning of same upon proposal of the Steering Committee..

The Steering Committee as the body responsible for the proper implementation of of the Project as laid out in the DOA .

The Coordination team as the team responsible for the day -to day- project implementation, and will deal with the coordination of the legal, financial and management tasks concerning the Project . It will be composed by the Project Coordinator with the support of the relevant Departments and members of his laboratory and/ or CSIC .

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party,

perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):
should be represented at any meeting of such Consortium Body;
may appoint a substitute or a proxy to attend and vote at any meeting;
and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

| | Ordinary meeting | Extraordinary meeting |
|---|---|---|
| General Assembly | At least once a year | At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly |
| Steering Committee | In principle every six months | At any time upon written request of any Member of the Steering Committee |

6.2.2.2 Notice of a meeting:

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

| | Ordinary meeting | Extraordinary meeting |
|---|---|---|
| General Assembly | 45 calendar days | 15 calendar days |
| Steering Committee | 14 calendar days | 7 calendar days |

6.2.2.3 Sending the agenda:

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

| | |
|---|---|
| General Assembly | 21 calendar days, 10 calendar days for an extraordinary meeting |
| Steering Committee | 7 calendar days |

6.2.2.4 Adding agenda items:

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

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

| | |
|---|---|
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting |
| Steering Committee | 2 calendar days |

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

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

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

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Unless provided otherwise in this Consortium Agreement, each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the Project Coordinator shall convene another ordinary meeting. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Unless provided otherwise in this Consortium Agreement ,each Member of a Consortium Body present or represented in the meeting shall have one (1) vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Unless provided otherwise in this Consortium Agreement, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

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

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

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member), including the Project Coordinator.

6.3.1.1.2 Each General Assembly Member shall have one (1) vote. The Project Coordinator shall have a single vote representing Party 1, however, in case of a deadlock, the Project Coordinator shall have a casting vote.

6.3.1.1.3 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.4 The Project Coordinator shall chair all meetings of the General Assembly.

6.3.1.1.5 The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be the forum where the Parties may adress questions and raise matters concerning the project.

The General Assembly shall also decide on those proposals or matters that the Steering Committee may refer to the General Assembly for advice/ decision.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Upon proposal of the Steeering Committee , proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Upon proposal of the Steering Committee , decisions on changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
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Evolution of the Consortium

- Upon proposal of the Steering Committee , entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Upon proposal of the Steering Committee , withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Upon proposal of the Steering Committee ,proposal to the Funding Authority for suspension of all or part of the Project
- Upon proposal of the Steering Committee , proposal to the Funding Authority for termination of the Project and the Consortium Agreement.
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- 6.3.2 the Steering Committee

6.3.2.1Members, Quorum and Decisions

The Steering Committee shall consist of the leaders of the six (6) Workpakages and the Project Coordinator. Each leader of the six (6) Workpackges shall have one (1) vote . The Project coordinator will vote as the leader of WP1, however, in case of a deadlock the Project Coordinator shall have a casting vote.

In the event that the Steering Committee shall make a decision, at least four (4) of the six (6) voting leaders of the six (6) Workpackages shall be present or represented. Decisions shall be taken by consensus . Should this consensus not be possible, decisions shall be taken by the majority of the votes of the voting leaders present or represented in accordance with the aforementioned quorum.

The Project Coordinator shall chair all meetings of the Steering Committee,

6.3.2.2 Minutes of meetings

Minutes of the Steering Committee meetings, once accepted, shall be sent by the Project Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Steering Committee shall be responsible for the strategic research planning and therefore shall monitor the effective and efficient implementation of the Project and

will deal with the main scientific and technical matters concerning the Project to ensure that the project goals are achieved.
6.3.2 .3.2. Without prejudice to the proposals set out in Section 6.3.1.2 the Steering Committee shall be entitled to refer at any time proposals to the General Assembly for advice/ decision at its own initiative.

6.3.2.3.3 In addition, the Steering Committee shall collect information and proceed _as described in the DOA ( Annex 1 of the Grant Agreement) on the progress of the Project and drafting of the deliverables in connection with the leaders of the Workpackages . _It will examine overall the information to assess the compliance of the Project with the Consortium Plan (without prejudice to the tasks allocated to the Coordination Team) and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.4 The Steering Committee shall support the Project Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

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6.3.2.3.5 In the case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 The Coordination Team

The Coordination Team shall be responsible for the day -to day- project management , and shall deal with the coordination of the legal, financial and management tasks concerning the Project. It will be composed by the Project Coordinator with the support of the relevant Departments and members of his laboratory and/ or CSIC .

The Coordination Team shall take decisions within the framework of its tasks as described in the Description of the Action and this Consortium Agreement.

The Coordination Team shall report to the Steering Committee on the status of the project progress and will meet with the Steering Committe when needed to discuss progress and take remedial actions if needed, and at least twice a year.

6.5 Coordinator

6.5.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.5.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
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If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.5.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.
6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

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

### 6.6External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the Steering Committee. The EEAB shall assist and facilitate the decisions made by the General Assembly on scientific matters. The Coordinator is authorised to execute with each member of the EEAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:
- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.
A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

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

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.
The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

## Section 8: Results

### 8.0 Ownership of Results

Results are owned by the Party that generates them.

### 8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties(without any right to sub-license), if the other joint owners are given:

(a) at least 45 calendar days advance notice; and
(b) Fair and Reasonable compensation.

### 8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.
Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

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

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if ,

(a) the protection of the objecting Party's Results or Background would be adversely affected
(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall

not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

8.4 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.]

## Section 9: Access Rights

9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the General Assembly to modify its Background in Attachment 1.

9.2 General Principles

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7 The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

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

9.4.2 Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

### 9.6 Additional Access Rights

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

### 9.7 Access Rights for Parties entering or leaving the consortium

#### 9.7.1 New Parties entering the consortium

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

#### 9.7.2 Parties leaving the consortium

##### 9.7.2.1 Access Rights granted to a leaving Party

###### 9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

###### 9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

"Application Programming Interface"
means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

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

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

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

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

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

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

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Results shall comprise:
Access to the Object Code; and,
where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API which is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

to make an unlimited number of copies of Object Code and API; and
to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API which is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code which is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.
If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.
Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

## Section 10: Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## Section 11: Miscellaneous

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

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

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

### 11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### 11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:
If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

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

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

### 11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 (LP)/ 6.3.6 (SP) require a separate written agreement to be signed between all Parties.

### 11.5 Mandatory national law

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

### 11.6 Language

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

### 11.7 Applicable law

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

### 11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Should the Parties fail in reaching such an amicable, the Parties agree to submitt the dispute exclusively to the Courts of Brussels.

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

## Section 12: Signatures

**AS WITNESS:**

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

**(1) Agencia Estatal Consejo Superior de Investigaciones Científicas**

Signature(s)
Name(s): Prof Alicia Castro
Title(s): Vice- President for Scientific and Technical Research
Date: 17 MAR. 2015

**(2) Consiglio Nazionale delle Ricerche**

Ist. Ambiente Marino Costiero - C.N.R.
Il Direttore

Signature(s)
Name(s): Dr. LAURA GIULIANO *Dott.ssa Laura Giuliano*
Title(s): DIRECTOR, Institute for coastal marine environment – National Research Council (IAMC-CNR)
Date: March 03, 2015

**(3) Haskoli Islands**

Signature(s)
Name(s): Jenný B. Jensdóttir
Title(s): Director of Finance
Date: 26.02.2015

**(4) WWF European Policy Programme AISBL . Belgium**

Signature(s)

Name: Paolo Lombardi

Title: Representative WWF European Policy Programme - Branch Office Rome

Date

27 February 2015

WWF for a living planet®
WWF European Policy Programme

**(5) Comunidad Autónoma de las Islas Baleares**

Signature(s)
Name: Antonio María Grau Jofre
Title: Head of Marine Resources Service. General Directorate of Rural and Marine Environment.
Date: 02/03/2015

**(6) Centro de Ciências do Mar do Algarve**

Signature:

Name: Adelino Vicente Mendonça Canário

Title: President

Date: 26-02-2015

Signature:

Name: Maria de Lurdes dos Santos Cristiano

Title: Vogal

Date: 26-02-2015

**(7) Havforskningsinstituttet**

Signature(s) Anne Skarstein.
Name(s): ANNE SKARSTEIN.
Title(s): DIRECTOR ADM& FINANCE
Date: 12/3 - 2015

Anne Skarstein
DIRECTOR
Administration & Finance

**(8) Consorzio per il Centro Interuniversitario di Biologia Marina ed Ecologia Applicata "G. Bacci".**

Signature(s)

Name(s): FILIPPO NOGARIN

Title(s): President of CIBM;

Date: 25/02/2015

**(9) Hellenic Center for Marine Research**

Signature(s)
Name(s): Dr Vasileios Kapsimalis
Title(s): Vice President of the HCMR Board Director
Date: 25/02/2015

**(10) Universidad del País Vasco/Euskal Herriko Unibertsitatea**

Signature(s)
Name(s): Fernando Plazaola
Title(s): Vice-rector for Research
Date: 26-02-2015

**(11) Nisea Società Cooperativa**

Signature(s)
Name(s): PAOLO ACCADIA
Title(s): MR.
Date: 03/03/2015

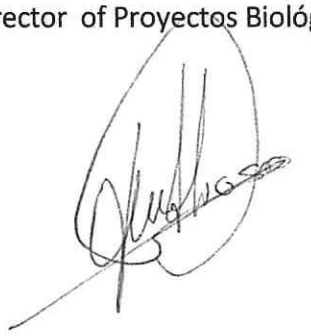
**(12) Proyectos Biológicos y Técnicos s.l**

Signature(s)

Name(s): Luis Ambrosio Blázquez

Title(s): Managing Director of Proyectos Biológicos y Técnicos s.l. (PROBITEC)

Date: 25/02/2015

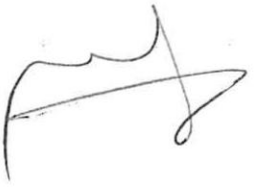


**(13) University of York**

Signature(s)
Name(s): HEATHER WATSON
Title(s): RSG MANAGER
Date: 9/3/2015

**(14) Israel Oceanographic and Limnological Research, Limited.**
**Physical Oceanography Department**

Signature(s)
Name(s): Karen Maman
Title(s): Deputy of Finance
Date: 25/2/2015



KAREN MAMAN
DEPUTY DIRECTOR GENERAL סמנכ"ל

ISRAEL OCEANOGRAPHIC &
LIMNOLOGICAL RESEARCH LTD.

**(15) University of Helsinki. Department of Environmental Sciences**

Prof. Hannu Lehtonen
Head of Department of Environmental Sciences
25.02.2015

## Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as "data, know-how or information (...) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

**PARTY 1**

As to **Agencia Estatal Consejo Superior de Investigaciones Científicas** it is agreed between the parties that, to the best of their knowledge *(please choose)*,

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Object Code, Source Code and API of the bioeconomic modelling software "MEFISTO" (Mediterranean Fisheries Simulation Tool, www.mefisto.info) | CSIC grants Access Rights to the Object Code, Source Code and API of MEFISTO for the duration of the Project to all parties, particularly regarding work under WP3 "Modelling" | Sublicensing of Object Code, Source Code and API are excluded |
| | | |

**PARTY 2**

As to **Consiglio Nazionale delle Ricerche** it is agreed between the parties that, to the best of their knowledge :

No data, know-how or information of **Consiglio Nazionalle delle Ricerche** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

**PARTY 3**

As to **Haskoli Islands.** it is agreed between the parties that, to the best of their knowledge :

No data, know-how or information of _Haskoli Islands shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

**PARTY 4**

As to **WWF European Policy Programme AISBL** t is agreed between the parties that, to the best of their knowledge :

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Object Code, Source Code and API of a fishers-based field data collection software (Application) | WWF grants Access Rights to the Object Code, Source Code and API of a fishers-based field data collection software for the duration of the Project to all parties involved in field work with fishermen, and only for the purposes envisaged in the Consortium Plan. | Sublicensing of Object Code, Source Code and API are excluded |
| | | |

**PARTY 5**

As to **Comunidad Autónoma de las Islas Baleares. Dirección General de Medio Rural y Marino** it is agreed between the parties that, to the best of their knowledge _

No data, know-how or information of **Comunidad Autónoma de las Islas Baleares. Dirección General de Medio Rural y Marino** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

**PARTY 6**

As to **Centro de Ciências do Mar do Algarve** it is agreed between the parties that, to the best of their knowledge :

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Data, biological samples, methodologies and know-how which were generated in previous projects and studies, related to the objective and activities of the Project . | Only if needed for the implementation of the Project. | Only if needed to exploit its own results and provided that CCMAR is free to provide such Background. |
| | | |

**PARTY 7**

As to **Havforksningsinstituttet**it is agreed between the parties that, to the best of their knowledge :

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|

**Havforskningsinstituttet** hereby includes only such Background listed below which is generated by the members of Research Group Fish Capture who are directly involved in implementing the Project.

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Data, biological samples, methodologies and know-how which are generated in the fields related to the objective and activities of the Project . | Only if needed for the implementation of the Project and provided that Havforskningsinstituttet is free to provide such Background, including legal restrictions or limits, including those imposed by | Only if needed to exploit its own results and provided that Havforskningsinstituttet is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |

| | | |
|---|---|---|
| | third parties. | |
| Only databases and software which are generated in fields related to the objective and activities of the Project | Only if needed for the implementation of the Project and provided that Havforskningsinstituttet is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. | Only if needed to exploit its own Results of the Project and provided that Havforskningsinstituttet is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |
| Background resulting from research carried out by Dr Michael BREEN and his team, which was funded in full or in part by industrial, charitable, military or government sponsors | Access to Background for implementation is subject to that Havforskningsinstituttet is able to grant such Access rights for implementation under the agreements with such sponsors or cooperation parties in such sponsored research, and where Havforskningsinstituttet does not need to get permission to grant Access rights for Implementation. | Access to Background for Exploitation is subject to that Havforskningsinstituttet is able to grant such Access rights for Exploitation under the agreements with such sponsors or cooperation parties in such sponsored research, and where Havforskningsinstituttet does not need to get permission to grant Access rights for Exploitation. |
| The "Catch Sampling Trawl", as described in Task 2.6b of the Description of the Action, has been designed by Havforskningsinstituttet (IMR) in collaboration with SINTEF. IMR's knowledge includes the mechanical design and operation of the system and its sub-components. Within this Project, the "Catch Sampling Trawl" system will be developed, with partners, to monitor the catch composition during purse seine fishing operations. This system will be further developed as a commercial product within the Norwegian Research Council | Havforskningsinstituttet (IMR) makes available this part of its background/knowledge (the "Catch Sampling Trawl"), as is necessary to perform efficiently its role in Task 2.6 of the Project and as long as no third party rights are infringed. This represents the status at the time of signature of this Consortium Agreement. | Only if needed to exploit their own results of the Project and provided that Havforskningsinstituttet is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |

| | | |
|---|---|---|
| project called: "Purse Seine Catch Control". | | |

**PARTY 8**

As to **Consorzio per il Centro Universitario di Biologia Marina ed Ecologia Applicata "G Bacci"** it is agreed between the parties that, to the best of their knowledge :

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Databases, methodologies and know-how which are generated prior to the date of the start of the Project activities | Only if needed for the implementation of the Project | Only if needed to exploit its own results and provided that CIBM is free to provide such Background |
| | | |

**PARTY 9**

As to **Hellenic Center for Marine Research** it is agreed between the parties that, to the best of their knowledge :

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Expertise on spatial distribution modelling techniques related to the objectives and activities of the project | Only if needed for the implementation of the Project. | Only if needed for the implementation of the Project. |
| Expertise on the application of Ecopath with Ecosim in North Aegean sea | Only if needed for the implementation of the Project. | Only if needed for the implementation of the Project. |

| | | |
|---|---|---|
| Expertise on economic modelling related to the objectives and activities of the project | Only if needed for the implementation of the Project. and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. | Only if needed for the implementation of the Project. and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |
| Good knowledge of the distribution of sensitive habitats in the Mediterranean of the most important commercial fish species | Only if needed for the implementation of the Project and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. | Only if needed for the implementation of the Project and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |
| Good knowledge of the fisheries resources and discarding practices in the Mediterranean | Only if needed for the implementation of the Project and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. | Only if needed for the implementation of the Project and provided that HCMR is free to provide such Background, including legal restrictions or limits, including those imposed by third parties. |

**PARTY 10**

As to **Universidad del País Vasco/ Euskal Herriko Unibertsitatea.** it is agreed between the parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Expertise on bio-economic model simulation methodologies and know-how which are | Only if needed for the implementation of the Project | Only if needed for the implementation of the Project |

| | | |
|---|---|---|
| generated prior to the date of the start of the Project activities | | |

**PARTY 11**

As to **Nisea Società Cooperativa** it is agreed between the parties that, to the best of their knowledge :

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Expertise in economics and management of fishing sector, bio-economic modelling, data analysis, statistics and econometrics. | N/A | N/A |

**PARTY 12**

As to **Proyectos Biológicos y Técnicos s.l** it is agreed between the parties that, to the best of their knowledge:

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Object Code , Source Code, API and target Fishing Vessels´reference data of the FishSpektrum UVI Database and modelling software. | PROBITEC grants Access Rights to target Fishing Vessels´ reference data of the FishSpektrum UVI Database and modelling software results for the duration of the Project to all parties. | Sublicensing of Object Code, Source Code and API are not excluded. |
| | | |

**PARTY 13**

As to **University of York** it is agreed between the parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Research results and experience in dynamic size-spectrum modelling for marine ecosystems" | None | None |

**PARTY 14**

As to **Israel Oceanographic and Limnological Research, Limited. Physical Oceanography (IOLR)** it is agreed between the parties that, to the best of their knowledge :

No data, know-how or information of **Israel Oceanographic and Limnological Research, Limited. Physical Oceanography (IORL)** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to **SafetyNet Technologies (SNT; sub-contractor under IOLR)** it is agreed between the parties that, to the best of their knowledge, SafetyNet Technologies (SNTech) hereby includes only such Background listed below which is generated by the members who are directly involved in implementing the Project.

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|---|---|---|
| Programmable Visual Stimuli Device (PVSD)<br>A platform that can be simply augmented, programmed and deployed for use in testing of visual | SafetyNet Technologies (SNT)<br>makes available this part of its<br>background/knowledge (the | Only if needed to exploit its own<br>Results of the Project and provided that<br>SafetyNet Technologies is free to |

| | | |
|---|---|---|
| stimuli in fish capture. The platform device allows for switching of hardware components to achieve different end goals, and the subsequent programming of those hardware elements via a simple user interface.<br>Work has been already done by SNTech to develop a working proof-of-concept device of the above description. | "PVSD"), as is necessary to perform efficiently its role in Task 2.7 of the Project and as long as no third party rights are infringed. This represents the status at the time of signature of this Consortium Agreement. | provide such Background, including legal restrictions or limits, including those imposed by third parties such as sponsors or cooperation parties. |
| User Interface for Programmable Visual Stimuli Device (PVSDUI)<br>In support of the Programmable Stimuli Device, a user interface was created to enable the simple programming of the devices. This enables a user to change the characteristics of the visual stimuli, including flash rate, intensity and colour. SNTech has built working prototypes of this interface, and used them in conjunction with the PVSD. | SafetyNet Technologies (SNT) makes available this part of its background/knowledge (the "PVSDUI"), as is necessary to perform efficiently its role in Task 2.7 of the Project and as long as no third party rights are infringed. This represents the status at the time of signature of this Consortium Agreement. | Only if needed to exploit its own Results of the Project and provided that SafetyNet Technologies is free to provide such Background, including legal restrictions or limits, including those imposed by third parties such as sponsors or cooperation parties. |
| Galvanic Power Generation for Fish Capture Devices (GPG)<br>Electronic devices used in the fish capture process, making use of micro seawater batteries to power low-power components and micro-controllers. SNTech has produced several working prototypes that reliably enable low-power devices (LEDs, sensors) to | SafetyNet Technologies (SNT) makes available this part of its background/knowledge (the "GPGs"), as is necessary to perform efficiently its role in Task 2.3 of the Project and as long as no third party rights are infringed. This | Only if needed to exploit its own Results of the Project and provided that SafetyNet Technologies is free to provide such Background, including legal restrictions or limits, including those imposed by third parties such as sponsors or cooperation parties. |

| | | |
|---|---|---|
| operate. | represents the status at the time of signature of this Consortium Agreement. | |
| Rugged Electronic Devices for use in Fish Capture Equipment (RED)<br>SNTech has produced multiple iterations of rugged devices capable of deploying electronic systems within current fish capture equipment. Some of these devices already have European Community Design protection, but some are, as yet, unprotected due to the ongoing nature of the work. Material selection and geometry are key to these designs. | SafetyNet Technologies (SNT) makes available this part of its background/knowledge (the "REDs"), as is necessary to perform efficiently its role in Task 2.7 of the Project and as long as no third party rights are infringed. This represents the status at the time of signature of this Consortium Agreement. | Only if needed to exploit its own Results of the Project and provided that SafetyNet Technologies is free to provide such Background, including legal restrictions or limits, including those imposed by third parties such as sponsors or cooperation parties. |

**PARTY 15**

As to **University of Helsinki** it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of **University of Helsinki** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

## Attachment 2: Accession document

ACCESSION

**of a new Party to**

**[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]**

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE **Grant Agreement**]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE **Grant Agreement**]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]
Signature(s)
Name(s)
Title(s)

## Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.

- None-