



EUROPEAN  
COMMISSION

Community Research

# PETRUS-III PROJECT

(Contract Number: FP7 - 605265)

Deliverable: D6.63

## CONSORTIUM AGREEMENT

Nature of the deliverable		
<b>R</b>	Report	
<b>P</b>	Prototype	
<b>D</b>	Demonstrator	
<b>O</b>	Other	x

Start date of project: 01/09/2013

Duration: 36 Months

Project co-funded by the European Commission under the Euratom Research and Training Programme on Nuclear Energy within the Seventh Framework Programme		
Dissemination Level		
<b>PU</b>	Public	
<b>PP</b>	Restricted to other programme participants (including the Commission Services)	x
<b>RE</b>	Restricted to a group specified by the partners of the PETRUS III project	
<b>CO</b>	Confidential, only for partners of the PETRUS III project	

[PETRUS III]



## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18<sup>th</sup> December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10<sup>th</sup> April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10<sup>th</sup> April 2007 Version 7 adopted on 12<sup>th</sup> December 2012, hereinafter referred to as Annex II of the EC-GA, and is made on 1<sup>st</sup> September 2013, hereinafter referred to as “Effective Date”

BETWEEN:

Université de Lorraine (UL), public institution, 34 cours Léopold CS 25233 54052 NANCY France, represented by its president, Pierre Mutzenhardt, the Coordinator

And

- POSIVA Oy established in Olkiluoto, Eurajoki, 27160 Finland represented by Erkki Palonen and Anja Smeekes
- European Nuclear Education Network Association - Réseau Européen pour l'Enseignement du Nucléaire, established in CEA Centre de Saclay, INSTN, Gif sur Yvette, 91191, France, represented by Walter Ambrosini and Pedro Dieguez Porras
- Ecole des Mines de Nantes, established in Rue Alfred Kastler 4, Nantes, 44307, France, represented by Anne Beauval or Serge Wattelier
- Cardiff University, established in Newport Road 30-36, Cardiff, CF24 0DE, United Kingdom, represented by Geraint. W. Jones or Nick Bourne
- Linnaeus University, established in Vaxjo, 35195, Sweden, represented by Stephen Hwang or Bo Bergbäck
- Microbial Analytics Sweden AB, established in Molnlycke Fabriker 9, Monlycke, 43535, Sweden, represented by Karsten Pedersen or Lotta Hallbaeck
- Správa úložišť radioaktivních odpadů, established in Dlazdena 6, Praha 11000, Czech Republic, represented by Jan Prachar
- Agencija za radioaktivne odpadke, established in Celovska Cesta 182, Ljubljana, 1000, Slovenia, represented by Tomaz Zagar
- Empresa Nacional de Residuos Radiactivos, S.A, established in Calle Emilio Vargas 7, Madrid, 28043, Spain, represented by Pablo Zuloaga
- Aalto-korkeakoulusäätiö, established in Otakaari 1, Aalto, 00076, Finland, represented by Ilkka Niemelä or Martti Raevaara (business id: 2228357-4)
- Universidad Politecnica de Madrid, Calle Ramiro de Maeztu 7, Madrid, 28040, Spain, represented by Roberto Prieto
- Ceske vysoke uceni technicke v Praze, established in Zikova 4, Praha 16636, Czech Republic, represented by Petr Konvalinka
- Universitatea Politehnica Din Bucuresti, established by Splaiul Independentei 313, Bucuresti, 060042, Romania, represented by George Darie
- French Alternative Energies and Atomic Energy Commission, established in Rue Leblanc 25, Paris, 75015, France, represented by Xavier Vitart

- Associação do Instituto Superior Técnico para a Investigação e Desenvolvimento, established in Avenida Rovisco Pais 1, Lisboa, 1049001, Portugal, represented by its President Arlindo Oliveira or Vice-President Isabel Ribeiro
- Delft University of Technology, established in Stevinweg 1, Delft, 2628 CN, Netherlands, represented by Bert. M. Geerken
- the SCK•CEN, Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire [also known as the Belgian Nuclear Research Centre], Foundation of Public Utility, with its Registered Office in Belgium, Avenue Herrmann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL, represented for the purpose of this Agreement by Professor Derrick P. Gosselin, Chairman of the Board of Governors, and by Prof. Dr. Eric van Walle, Director-General
- Consorzio Interuniversitario per la Ricerca Tecnologica Nucleare, established in Via Flavia 104, Roma, 00100, Italy, represented by Giuseppe Forasassi
- Regional Environmental Center for Central and Eastern Europe, established in Ady Endre ut 9-11 Szentendre, 2000, Hungary, represented by Nadja Zeleznik

hereinafter, jointly or individually, referred to as “Parties” or “Party” relating to the Project entitled:

“Implementing sustainable E&T programmes in the field of Radioactive Waste Disposal” in short:

PETRUS III

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the FP7 Euratom Work Programme “Euratom Fission Training Schemes (EFTS) in all areas of Nuclear Energy and Radiation Protection” under the funding scheme of “Coordination Action”.

WHEREAS:

The Parties wish to specify or supplement, between themselves, the provisions of the EC-GA.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS**

## **1: Definitions**

1.1 Definitions:

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

1.2 Additional Definitions:

“**Commission**” means European Commission.

"**Contract**" or "**EC-GA**" means the Grant Agreement between the Coordinator and the Commission regarding the performance of the Project.

"**Consortium Plan**" means the EC-GA Annex I description of the work and the related agreed Consortium Budget.

"**Consortium Budget**" means the allocation of all the resources in cash or in kind for the activities as defined in the Grant Agreement and in the Consortium Plan.

"**Consortium**" means the collaborative research grouping in relation to the Project that is constituted by this Consortium Agreement.

"**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 Article 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 Use of own Foreground:

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

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

"**Management Support Team**" means a board constituted by the Coordinator and the Work Package Leaders as specified in the Annex I of the Grant Agreement.

"**Project Reports**" means periodic reports including financial reports, final reports and all documents to be submitted to the Commission in accordance with the list of deliverables specified in the Annex I of the Grant Agreement and with the provisions of the EC-GA.

## **2: Purpose**

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, including, but not limited to 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.

The Parties agree to cooperate pursuant to the terms of this Consortium Agreement in order to execute and fulfil the EC-GA and perform the tasks designated in the Consortium Plan.

### **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.

A new Party enters the Consortium upon signature of the accession document Attachment 3 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 EC-GA 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 and Annex II of the (EC-GA Article II.37. and II.38.).

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

#### 3.3 Survival of rights and obligations

The provisions relating to Access Rights and Non-disclosure of information, for the time period mentioned therein, as well as the first paragraph of Article 3.3, sections 5, and 8, Articles 11.1 and 11.3-11.7 shall survive the expiration or termination of this Consortium Agreement, except as provided for in Article 9.7.2.

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.

### **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 EC-GA 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 relating to the Project in its possession reasonably required by a Party 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.

In addition to the obligations pursuant to the EC-GA, each Party shall use its reasonable endeavours to the fullest extent it can lawfully do so, to ensure that it can fulfil the obligations under the EC-GA and this Consortium Agreement, including Access Rights and ownership of Foreground, notwithstanding any rights of its faculty, employees, post-docs or students or any person it assigns or engages to perform its own work package for the Project in the Foreground they create.

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the EC-GA, including those governing health and safety, data protection. Each Party is responsible to secure all necessary approvals and permits required to carry out its work in accordance with Annex I to the EC-GA and this Consortium Agreement.

#### 4.2 Breach

In the event the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the Party appointed by the General Assembly, if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within thirty (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 involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. 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 EC-GA.

#### 4.4 Withdrawal

No Party shall be entitled to withdraw from this Consortium Agreement and/or its participation in the Project or to terminate the EC-GA. unless:

- that Party has obtained the prior written consent of the other Parties (which consent shall not be unreasonably withheld), and of the European Commission, to such withdrawal or termination of the EC-GA in respect to such Party; and
- the withdrawing Party has submitted the necessary data and information to the Consortium for the Consortium to be able to continue the Project; or

- that Party's participation in the EC-GA is terminated by the European Commission pursuant to the provisions of Annex II.38 of the EC-GA; or
- the EC-GA is terminated by the European Commission for any reason; or According to Article 3.2 of this Consortium Agreement.

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

### 5.1 No warranties

In respect of any information or materials (incl. Foreground 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 accuracy, sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore:

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

### 5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's non-contractual 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 Foreground or Background.

### 5.4 Force Majeure

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

## **6: Governance structure**

### 6.1 General structure

The General Assembly is the decision-making body of the Consortium.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Consortium Agreement.

The Management Support Team assists the General Assembly and the Coordinator.

### 6.2 Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as “Member”).

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly not being vetoed by a Member according to Article 6.3.4.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.7 of this Consortium Agreement.

### 6.3 Operational procedures for the General Assembly

#### 6.3.1 Representation in meetings

Any Member:

- should be present or represented at the General Assembly meetings
- may appoint a substitute or a proxy to attend and vote at the General Assembly meetings
- shall participate in a cooperative manner in the meetings.

#### 6.3.2 Preparation and organisation of meetings

##### 6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

##### 6.3.2.2 Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than twenty (20) calendar days preceding an ordinary meeting and ten (10) calendar days preceding an extraordinary meeting.

##### 6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member a written agenda no later than twenty (20) calendar days preceding the meeting, or ten (10) calendar days before an extraordinary meeting.

##### 6.3.2.4 Adding agenda items:

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



Any Member may add an item to the original agenda by written notification to all of the other Members no later than seven (7) calendar days preceding the meeting.

6.3.2.5 During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see Article 6.3.3 of this Consortium Agreement).

6.3.2.7 Meetings of the General Assembly may also be held by teleconference or other telecommunication means. For the avoidance of doubt, the notice periods set out in this Article shall apply also to meetings held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.3.5 of this Consortium Agreement.

### 6.3.3 Voting rules and quorum

6.3.3.1 The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

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

6.3.3.3 Defaulting Parties may not vote.

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

### 6.3.4 Veto rights

6.3.4.1 A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other rights or obligations under this Consortium Agreement would be severely affected by a decision of the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 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 within fifteen (15) working days after the draft minutes of the meeting are sent.

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

6.3.4.5 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.

6.3.4.6 A Party requesting to leave the Consortium may not veto decisions relating thereto.

### 6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within ten (10) calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within fifteen (15) working days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes received.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the General Assembly, and to the Coordinator, who shall safeguard the original versions of the minutes in numerical order and store them in a satisfactory manner. If requested the Coordinator shall provide authenticated duplicates to Parties.

### 6.3.6 Decisions of the General Assembly

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the General Assembly:

#### Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA (including the budget) to be agreed by the Commission
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)

#### Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a Party to be in breach of its obligations under this Consortium 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 Commission for a change of the Coordinator
- Proposal to the Commission for suspension of all or part of the Project
- Proposal to the Commission for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the 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 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the EC-GA and in this Consortium Agreement.

6.4.2 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 information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Commission
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Parties concerned,
- administering the financial grant and fulfilling the financial tasks described in Article 7.2
- providing, upon request, the Parties with copies or originals of documents which are in the sole possession of the Coordinator.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the European Commission 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 with the exception of the Coordinator's right to sign in the name of the Consortium the Accession document with a new Party subject to the decision of the General Assembly according to Article 6.3.6 of this Consortium Agreement to approve the said new Party.

6.4.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the EC-GA.

## 6.5 Management Support Team

The Management Support Team shall provide assistance to the Coordinator for executing the decisions of the General Assembly. It shall be responsible for the day-to-day management of the Project. The Management Support Team will validly deliberate and take decisions in accordance with the rules set out in Article 6.3. Any decision within the areas set out in Article 6.3.6 will take the form of a proposal for decision to General Assembly.

## **7: Financial provisions**

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

- the budget as included in Annex I of the EC-GA
- the approval of reports by the Commission, and
- the provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with in Annex I of the EC-GA.

#### 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

Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Commission.

### 7.1.3 Funding Principles

A Party which spends less than its allocated share of the budget included in Annex I of the EC-GA 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 included in Annex I of the EC-GA 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 Commission. Furthermore a Defaulting Party shall, within the limits specified in Article 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.

### 7.1.5 Budgeting

The budget included in Annex I of the EC-GA shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

## 7.2 Payments

7.2.1 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 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.

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

- Upon receipt of the first advance payment from the Commission.
- The leaving sums of the financial contribution will be distributed upon receipt of last payments of the concerned contribution from the Commission, and against receipt by the Coordinator of final Reports for the Commission and following the Commission's approval of such Project Reports.
- In case a Party has not provided the Coordinator with its Project Reports or has provided them late or provided non-compliant Project Reports, such Party shall not receive its concerned contribution allocation, until it remedies such non-delivery, late delivery or non-compliant delivery or unless the General Assembly, decides otherwise.
- The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the EC-GA or to a Party which has not yet signed this Consortium Agreement.

- The Coordinator is entitled to recover any payments already paid to a Defaulting Party in accordance with this Article 7.2.2.
- In case of any budget surplus after the final payment, the remaining amount will be apportioned between all the parties having justified additional works carried out, proportionally to their initial shares but not exceeding their eligible costs.

## **8: Foreground, Background and Dissemination**

Each Party is and remains the sole owner of its Background.

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

Where Foreground is generated in carrying out work on the Project and two or more Parties contributed to it, and if the contributions to or features of such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning the relevant patent protection or any other intellectual property right protecting or available to protect such Foreground, the Parties, and/or where applicable the relevant researcher of a Party, shall have joint ownership of all patents and other registered intellectual property rights issued thereon, and any other intellectual property rights protecting such Foreground. The joint owners shall, within a six (6) month period as from the date of the generation of such Foreground, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Foreground on a case by case basis. However, until the time a joint ownership agreement has been concluded and as long as such rights are in force, such Foreground shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Foreground by the joint owners concerned.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
  - at least forty-five (45) days prior notice must be given to the other joint owner(s);
  - fair and reasonable compensation must be provided to the other joint owner(s).

The Parties agree that if employees working for a Party are entitled to claim rights to Foreground, it shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this Consortium Agreement

### 8.1 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

### 8.2 Dissemination

#### 8.2.1 Publication

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

Prior notice of any planned publication shall be given to other Parties at least thirty (30) days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within fifteen (15) days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.2.1.2 An objection is justified if the intended publication:

- compromises the objecting Party's legitimate academic or commercial interests; or
- adversely affects the protection of the objecting Party's Foreground or Background requiring intellectual property rights registration.

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

However, the development of teaching materials (e.g. lectures or courses) by a Party, alone or in association with others including third parties, cannot be considered as compromising the legitimate interests of any Party having developed materials on similar subjects, provided all confidentiality obligations and other relevant limitations set out in this Consortium Agreement, are abided by.

8.2.1.3 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 actions are performed following the discussion.

8.2.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval in accordance with 8.2.1.1.

8.2.3 Cooperation obligations

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

8.2.4 Use of names, logos

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 without their prior written approval.

## **9: Access Rights**

9.1 Background covered

9.1.1 The Parties shall identify in the Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA.

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice.

However, only the General Assembly can permit a Party to withdraw any of its Background from Attachment 1.

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2.

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the General Assembly can permit a Party to add Background to Attachment 2.

## 9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with Annex I of the EC-GA and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

9.2.3 If the General Assembly considers that the restrictions have such impact, which is not foreseen in the Annex I of the EC-GA, it may decide to update Annex I of the EC-GA accordingly.

9.2.4 Any Access Rights granted expressly exclude any rights to sub-licence unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

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

#### 9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions.

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

9.4.2 A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Art. 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

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

#### 9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3. Such Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfill all confidentiality and other obligations accepted by the Parties under the EC-GA and this Consortium Agreement as if such Affiliated Entities were Parties.

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.

#### 9.6 Additional Access Rights

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

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

##### 9.7.1 New Parties entering the Consortium

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

##### 9.7.2 Parties leaving the Consortium

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



#### 9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the 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 Foreground developed until the date of the termination of its participation.

#### 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 EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

### 9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this section 9 are applicable also to Software. The Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

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

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) 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 EC-GA, for a period of five (5) years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form, except to keep a copy of the respective Confidential Information for archival purposes only, subject to all confidentiality and non-use obligations contained herein.

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

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 is publicly available at the time of its disclosure or becomes publicly available after its disclosure 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;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence and/or restrictions on its use; 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.

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 unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

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

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not limit disclosure of Confidential Information to the owners of the Party and/or to licensing authorities in connection with licensing of their encapsulation plants and underground disposal facilities. To the extent possible, when such information is submitted to the authorities, the Party submitting the information shall request that this information is kept confidential.

## **11: Miscellaneous**

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Accession document)

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

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

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

## 11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party with the exception of the Coordinator's right to sign in the name of the Consortium the Accession document with a new Party subject to the decision of the General Assembly according to Article 6.3.6 of this Consortium Agreement to approve the said new Party.

Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

## 11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 4.

### 11.3.1 Formal notices:

If it is required in this Consortium Agreement (Article. 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.

### 11.3.2 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

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 Article 6.3.6 require a separate agreement between all Parties.

## 11.5 Mandatory national law

The Parties shall ensure that nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating. To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Parties agree to inform each other and agree on the consequences thereof.

## 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 and Settlement of disputes

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium, excluding its rules for conflicts of laws.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled in accordance with the WIPO Expedited Arbitration Rules by one arbitrator appointed in accordance with the said Rules.

The place of arbitration shall be Brussels, if not otherwise agreed by the conflicting Parties. The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the second paragraph of this Article 11.7.

### **12: Signatures**

Every Party shall each sign two (2) originals of this Consortium Agreement and return these to the Coordinator for counter-signature, all of which together shall constitute one and the same instrument. Every Party shall receive a copy of the signed Consortium Agreement; the original shall be kept by the Coordinator.

**IN WITNESS WHEREOF**, the Parties have executed this Consortium Agreement in two (2) original copies.

Following are the signature pages

**POSIVA Oy**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Name of legal representative

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Date

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Signature of legal representative

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Stamp of the organisation

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Date

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Stamp of the organisation

**European Nuclear  
Education Network  
Association**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Name of legal representative

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Signature of legal representative

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Stamp of the organisation

**Ecole des Mines de Nantes**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Cardiff University**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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**Linnaeus University**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Microbial Analytics  
Sweden AB**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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Stamp of the organisation

**Správa úložišť  
radioaktivních odpadů**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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Stamp of the organisation

**Agencija za radioaktivne  
odpadke**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Empresa Nacional de  
Residuos Radiactivos**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Aalto-korkeakoulusäätiö**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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**Universidad Politecnica  
de Madrid**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Date

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Stamp of the organisation

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Stamp of the organisation

**Ceske vysoke uceni  
technicke v Praze**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation



**Universitatea Politehnica  
Din Bucuresti**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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Stamp of the organisation

**French Alternative  
Energies and Atomic  
Energy Commission**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Associação do Instituto  
Superior Técnico para a  
Investigação e  
Desenvolvimento**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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Stamp of the organisation

**Delft University of  
Technology**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

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Stamp of the organisation

**SCK•CEN**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Name of legal representative

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Stamp of the organisation

**Consorzio  
Interuniversitario per la  
Ricerca Tecnologica  
Nucleare**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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Stamp of the organisation

**Regional Environmental  
Center for Central and  
Eastern Europe**

**Université de Lorraine**

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Name of legal representative

**Pierre MUTZENHARDT**  
Name of legal representative

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Signature of legal representative

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Signature of legal representative

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# **ATTACHMENTS**



**Attachment 1: Background included**

**Université de Lorraine**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**POSIVA Oy**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**European Nuclear Education Network Association**

Access Rights to Background made available to the Parties:

None

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

## **Attachment 1: Background included**

### **Ecole des Mines de Nantes**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Cardiff University**

Access Rights to Background made available to the Parties:

None

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

## **Attachment 1: Background included**

### **Linnaeus University**

Access Rights to Background made available to the Parties:

Linnaeus University will make available all Background generated by the research group of Tommy Claesson, Department of Biology and Environmental Science, other than such Background that has been created and developed by personnel and/or scientists and/or students at Linnaeus University not directly involved in the Project as well as Background that has been derived outside the Project and any Background which Linnaeus University due to third party rights is not able to grant Access Rights to.

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

**Attachment 1: Background included**

**Microbial Analytics Sweden AB**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Správa úložišť radioaktivních odpadů**

Access Rights to Background made available to the Parties:

None

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



## **Attachment 1: Background included**

### **Agencija za radioaktivne odpadke**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Empresa Nacional de Residuos Radiactivos**

Access Rights to Background made available to the Parties:

None

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

## **Attachment 1: Background included**

### **Aalto-korkeakoulusäätiö**

Access Rights to Background made available to the Parties:

None

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

## **Attachment 1: Background included**

### **Universidad Politecnica de Madrid**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Ceske vysoke uceni technicke v Praze**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Universitatea Politehnica Din Bucuresti**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**French Alternative Energies and Atomic Energy Commission**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Associacao do Instituto Superior Técnico para a Investigacao e Desenvolvimento**

Access Rights to Background made available to the Parties:

None

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



## **Attachment 1: Background included**

### **Delft University of Technology**

Access Rights to Background made available to the Parties:

None

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

## **Attachment 1: Background included**

### **SCK•CEN**

Access Rights to Background made available to the Parties:

SCK•CEN makes available as Background extensive course material, such as slides, photos, drawings, PowerPoint Presentations, complete sets and hand-outs, text-and handbooks (this list is not exhaustive; the materials are further called "SCK•CEN Course Material").

On the basis of following articles of this CA, which are repeated hereunder, integration of SCK•CEN Course Material in the further use of the RESULTS of this Project shall be subject to separate agreements.

The mere listing of the Background to which the parties are ready to grant Access Rights does not affect the ownership of any Intellectual Property, including Know-How and Copyright, in any Background, that are not Results. The intellectual property in them will remain the property of the Party that contributes them to the Project (or its licensors).

Transmission by a Party of Confidential Information under this Agreement shall not be construed as expressly or impliedly granting the receiving Party any Intellectual Property right in respect of any elements in relation to such Confidential Information, nor as a disclosure under patent law.

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

**Attachment 1: Background included**

**Consorzio Interuniversitario per la Ricerca Tecnologica Nucleare**

Access Rights to Background made available to the Parties:

None

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

**Attachment 1: Background included**

**Regional Environmental Center for Central and Eastern Europe**

Access Rights to Background made available to the Parties:

None

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

# ATTACHMENT 2

## **Attachment 2: Background excluded**

### **Université de Lorraine**

Background excluded from Access Rights:

Not applicable

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

## **Attachment 2: Background excluded**

**POSIVA Oy**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **European Nuclear Education Network Association**

Background excluded from Access Rights:

None

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



## **Attachment 2: Background excluded**

### **Ecole des Mines de Nantes**

Background excluded from Access Rights:

None

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

## **Attachment 2: Background excluded**

### **Cardiff University**

Background excluded from Access Rights:

Cardiff University hereby excludes the following Background from the obligation to grant Access Rights:

- a. all Background generated by Cardiff University other than by those directly involved in the Project
- b. all Background that Cardiff University is unable to grant Access Rights to due to existing or pending third party rights
- c. all Background generated by those directly involved in the Project which is outside the scope of or not directly related to the Project.

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

## **Attachment 2: Background excluded**

### **Linnaeus University**

Background excluded from Access Rights:

Linnaeus University hereby excludes from its obligation to grant Access Rights all Background generated by Linnaeus University other than that generated by the members of the research group of Tommy Claesson, Department of Biology and Environmental Science, who are directly involved in carrying out the Project or Background generated by said research group where such Background has been generated outside the scope of the Project. Linnaeus University also excludes any Background which Linnaeus University due to third party rights is not able to grant Access Rights to.

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

## **Attachment 2: Background excluded**

### **Microbial Analytics Sweden AB**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **Správa úložišť radioaktivních odpadů**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **Agencija za radioaktivne odpadke**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **Empresa Nacional de Residuos Radiactivos**

Background excluded from Access Rights:

None

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

## **Attachment 2: Background excluded**

### **Aalto-korkeakoulusäätiö**

Background excluded from Access Rights:

None applicable

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



## **Attachment 2: Background excluded**

### **Universidad Politecnica de Madrid**

Background excluded from Access Rights:

Not applicable

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

## **Attachment 2: Background excluded**

### **Ceske vysoke uceni technicke v Praze**

Background excluded from Access Rights:

None

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

## **Attachment 2: Background excluded**

### **Universitatea Politehnica Din Bucuresti**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **French Alternative Energies and Atomic Energy Commission**

Background excluded from Access Rights:

None applicable

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

**Attachment 2: Background excluded**

**Associacao do Instituto Superior Técnico para a Investigacao e Desenvolvimento**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **Delft University of Technology**

Background excluded from Access Rights:

None applicable

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

## **Attachment 2: Background excluded**

### **SCK•CEN**

As a general rule Background generated by personnel and/or (PhD) students of the SCK•CEN other than those participating in the PETRUS-III Project, as well as Background generated in collaboration with entities that are not parties to this agreement and from whom the SCK•CEN needs permission in order to grant Access Rights, is excluded.

All knowledge - including patents, patents pending, know-how, data, trademarks, software, COPYRIGHTS, designs and models - resulting from work carried out in the framework of national programs and international/bilateral agreements not related to PETRUS-III.

SCK•CEN excludes access to all Background that has not been developed or is not owned by the members of the research teams directly involved in the carrying-out of the Project, unless expressly agreed by SCK•CEN in a separate agreement.

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

## **Attachment 2: Background excluded**

### **Consorzio Interuniversitario per la Ricerca Tecnologica Nucleare**

Background excluded from Access Rights:

None applicable

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



## **Attachment 2: Background excluded**

### **Regional Environmental Center for Central and Eastern Europe**

Background excluded from Access Rights:

None applicable

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

# ATTACHMENT 3

### Attachment 3: Accession document

#### ACCESSION

of a new Party to:

PETRUS III Consortium Agreement

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

Université de Lorraine (UL)

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.

[NAME OF THE NEW PARTY]

[Name]

[Title]

[Date and Place]

[Signature]

Université de Lorraine

Pierre MUTZENHARDT  
Président de l'Université de Lorraine

[Date and Place]

[Signature]

**[PETRUS III]**

# ATTACHMENT 4

## **Attachment 4: Initial list of Members and other contact persons**

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