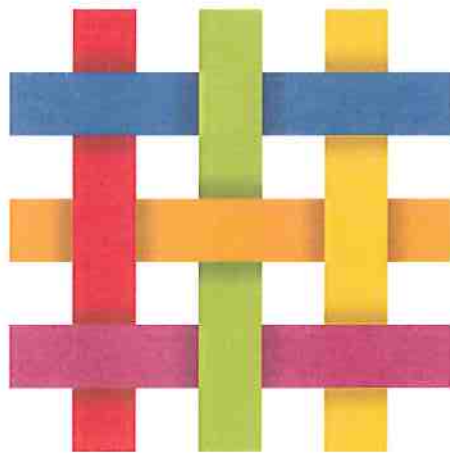


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# DESCA

**The Simplified FP7 Model  
Consortium Agreement**  
[www.DESCA-FP7.eu](http://www.DESCA-FP7.eu)

Version 2.0 May 2008

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## **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon  
REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE  
COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings,  
research centres and universities in actions under the Seventh Framework Programme and for  
the dissemination of research results (2007-2013) hereinafter referred to as Rules for  
Participation and the European Commission Grant Agreement, adopted on 10 April 2007,  
hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007,  
hereinafter referred to as Annex II of the EC-GA, and is made on 2008-10-01, hereinafter referred  
to as "Effective Date"

BETWEEN:

**Helsinki University of Technology**, represented by Low Temperature Laboratory (TKK)  
the Coordinator

**Centre National de la Recherche Scientifique (CNRS)**, 3, rue Michel-Ange, 75794 Paris cedex  
16 – France, represented by Mr Younis HERMES, Délégué Régional Alpes

**Lancaster University (ULANC)**

**Ruprecht-Karls-Universitaet Heidelberg (HEID)**

**Royal Holloway and Bedford New College (RHUL)** of Royal Holloway, University of London,  
Egham Hill. Egham, Surrey TW20 0EX, United Kingdom, represented by Hitesh Patel, Deputy  
Head (Research), Research and Enterprise.

**Scuola Normale Superiore di Pisa**, represented by Laboratorio NEST (SNS)

**Ustav Experimentalnej Fiziky Slovenskej Akademie Vied (SAS)**

**Universitaet Basel (BASEL)**

**Technische Universiteit Delft (DELFT)**

**BlueFors Cryogenics (BlueFors)**

**Universiteit Leiden (UL)**

**Physikalisch-Technische Bundesanstalt (PTB)**

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

relating to the Project entitled

**European Microkelvin Collaboration**

in short

**MICROKELVIN**

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement and that explanations to the DESCAs model are available at [www.DESCA-FP7.eu](http://www.DESCA-FP7.eu).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## Section 1: Definitions

### 1.1 Definitions

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

### 1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the General Assembly.

"Consortium Budget"

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

"Defaulting Party"

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”

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 internal organization of the Consortium including the decision making procedures, the organization of work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, indemnification, the distribution of the community financial contribution, rules on dissemination, Access Rights and dispute resolution mechanisms.

## **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.

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 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 intellectual property rights and publications, 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 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 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 a responsible Consortium Body 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 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 reallocation of tasks or termination of its participation.

##### **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the 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.

#### **Section 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 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, loss of turnover, income, business, goodwill and opportunity or loss of or damage to reputation or to data, no matter how arising provided such damage was not caused by (i) death or personal injury to natural persons resulting from negligence, (ii) a wilful act or (iii) 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 (i) death or personal injury to natural persons resulting from negligence, (ii) wilful act or (iii) 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 competent Consortium Bodies 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 competent Consortium Bodies. All Parties shall use their reasonable endeavours to minimise the effects of any Force Majeure. In the event of a Force Majeure where the affected Party is no longer able to perform its obligations under this Consortium Agreement, all sums owing to the affected Party will become due and the affected Party will continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement with respect to Background and Foreground generated before the date of the termination of its participation as if it had remained a Party for the whole duration of the Project.

## Section 6: Governance structure

### 6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

**General Assembly** as the ultimate decision-making body of the Consortium

**Management Committee**, hereinafter referred to as **Executive Board**, as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

**Sub Project Committees** as advisory board, as dissemination committee and as management groups for joint research, networking and access activities, and, hereinafter referred to as **Sub Projects**.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the European 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 Office**, hereinafter referred to as **Management Support Team** assists the Executive Board and the Coordinator.

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

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

### 6.2.2 Preparation and organisation of meetings

#### 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 Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least three times a year	At any time upon written request of any Member of the Executive Board
Sub Project Committee	At least twice a year	At any time upon written request of any Member of the respective Sub Project

#### 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
Executive Board	14 calendar days	7 calendar days
Sub Project Committee	10 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
Executive Board	7 calendar days
Sub Project 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
Executive Board	2 working days
Sub Project Committee	2 working 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 Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means or in mixed configurations where some Members attend in person and others by electronic means, including email meetings.

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

6.2.3 Voting rules and quorum

6.2.3.1 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 chairperson of the Consortium Body shall convene an extraordinary meeting within twenty-one (21) days having first given notice of the meeting to its Members within the prescribed timescales detailed in Article 6.2.2.2 of the Consortium Agreement, which shall be entitled to vote even if less than two-thirds (2/3) of the Members are present or represented.

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

6.2.3.3 Defaulting Parties may not vote.

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

#### 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. Such veto shall be duly justified by the vetoing Member.

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 fifteen (15) 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 ten (10) calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within twenty-one (21) calendar days from sending, no Member has objected 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 Article 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).

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

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 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 Article 11.8.

#### 6.3.1.2 Decisions

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. In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- (a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- (b) Changes to the Consortium Plan (including the Consortium Budget; the members of GA are obligated to communicate about budget changes with the Finance Department of their Institute)
- (c) Withdrawals from Attachment 1 (Background included)
- (d) Additions to Attachment 2 (Background excluded)
- (e) Additions to Attachment 4 (Listed Affiliated Entities)
- (f) Additions to Attachment 6 (List of Third Parties)

Evolution of the Consortium

- (g) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- (h) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- (i) Declaration of a Party to be a Defaulting Party
- (j) Remedies to be performed by a Defaulting Party
- (k) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- (l) Proposal to the European Commission for a change of the Coordinator
- (m) Proposal to the European Commission for suspension of all or part of the Project
- (n) Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

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

- (o) Activity Leaders, hereinafter referred to as Sub Project Leaders
- (p) Executive Board Members

#### 6.3.2 Executive Board

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

##### 6.3.2.1 Members

The Executive Board shall consist of the Coordinator and all of the Sub Project Leaders as appointed by the General Assembly (hereinafter Executive Members).

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise.

#### 6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### 6.3.2.3 Tasks

6.3.2.3.1 The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Executive Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Executive Board shall:

- (a) initiate, coordinate and have organised the Sub Project(s)
- (b) agree on the Members of the Management Support Team, upon a proposal by the Coordinator
- (c) support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- (d) prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board 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.

#### 6.3.3 Sub Project Committees

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

##### 6.3.3.1 Members

A Sub Project Committee shall consist of one representative of each Party having a task within the respective Sub Project (hereinafter Sub Project Member).

A Sub Project Leader shall chair all meetings of a Sub Project Committee.

##### 6.3.3.2 Tasks

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Each Sub Project Committee shall manage the respective Sub Project, in particular with regard to:

- (a) the timely delivery of reports and Sub Project results to the Executive Board and the Coordinator
- (b) reviewing the quality of the reports
- (c) formulating an implementation plan for the activities within the Sub Project for the future period, which can imply proposing to the Executive Board changes to the Consortium Plan and/or Annex I of the EC-GA
- (d) making proposals to the Executive Board for the admission of new Parties to the EC-GA and to the Consortium Agreement in order for said new Parties to participate in the Sub Project
- (e) alerting the Executive Board and the Coordinator in case of delay in the performance of the Sub Project or in case of breach of responsibilities of any Party under said Sub Project
- (f) analysing and documenting, at the request of the Executive Board, a presumed breach of responsibilities of a Party under the Sub Project and preparing a proposal of remedies to the Executive Board
- (g) deciding upon any exchange of tasks and related budgets between the Parties in a Sub Project when such exchange has no impact beyond the scope of the Sub Project and its budget.

#### 6.3.3.3 Sub Project Leader

The Sub Project Leader of each Sub Project is appointed by the General Assembly.

The Sub Project Leader shall have the following functions only:

- (a) communicating any plans, deliverables, documents and information connected with the Sub Project between its Members and, if relevant, to the Executive Board
- (b) submitting the implementation plan of the Sub Project to the Executive Board for review and proposing an update of the Consortium Plan
- (c) coordinating on a day-to-day basis the progress of the technical work under the Sub Project
- (d) following up decisions made by Consortium Bodies insofar as they affect the Sub Project
- (e) advising the Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.

#### 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:

- (a) monitoring compliance by the Parties with their obligations
- (b) keeping the address list of Members and other contact persons updated and available
- (c) collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- (d) transmitting documents and information connected with the Project to and between Sub Project Leaders, as appropriate, and any other Parties concerned
- (e) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3 of this Consortium Agreement
- (f) 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.

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.

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 be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

### Section 7: Financial provisions

#### 7.1 General Principles

##### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget as included in the Consortium Plan and in accordance with the EC-GA,
- the approval of reports by the European Commission, and
- the provisions of payment in Article 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 European 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 European Commission.

##### 7.1.3 Funding Principles

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share. For the avoidance of doubt, appropriate adjustments can be made to that share by a decision of the General Assembly, if at the same time some of the Parties has (have) spent less than its (their) allocated share of the Consortium Budget.

#### 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 European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional reasonable costs occurring to the other Parties in order to perform its and their tasks.

#### 7.2 Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

##### 7.2.1 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted for 100% reimbursement in the following order of priority:

- (a) banking and transaction costs related to handling of any financial resources made available for the Project by the Coordinator
- (b) reasonable costs of Parties related to
  - (i) the delivery of certificates on the financial statements according to the EC-GA
  - (ii) the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
  - (iii) costs related to the calls of new beneficiaries
- (c) costs related to updating this Consortium Agreement
- (d) costs related to the Coordinator and the Management Support Team
- (e) costs related to the tasks of the Executive Board
- (f) intellectual property protection costs
- (g) any other costs eligible for 100% reimbursement.

##### 7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the EC-GA (EC-GA Article II.16.5) have to be budgeted separately.

#### 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.

##### 7.3.2

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

- budgeted costs for future work included in the Consortium Plan will be paid to Parties in separate instalments every six (6) months in conformity with the decisions of the General Assembly and any related decisions of a Sub Project Committee,

- costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

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 EC-GA 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.

## Section 8: Foreground

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

### 8.1 Joint ownership

8.1.1 If, in the course of carrying out work on the Project, Foreground is generated and two or more Parties (hereinafter, jointly or individually, referred to as "Contributors" or "Contributor") (or other persons working on their behalf) contributed to it, and if the features of such Foreground are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Contributors concerned agree that they shall be entitled jointly to apply to obtain and/or maintain the relevant right.

8.1.2 Following the creation of any jointly owned Foreground, the Contributors shall notify the General Assembly and promptly thereafter enter into good faith discussions in order to reach written agreement ("Joint Ownership Agreement") between them regarding the specific arrangements for applying for, obtaining and/or maintaining such right and the ownership of such right along with what rights to revenue share and/or other rights of use the Contributors may have in relation to the same. The Contributors shall negotiate the terms of such Joint Ownership Agreement in good faith, taking into account each owner's relative intellectual contribution to the joint Foreground, for a period of three (3) months from the date of first notification of the jointly owned Foreground to the General Assembly and, if at the end of that three month period, they are unable to agree terms, the Contributors may refer the matter for determination to the General Assembly.

8.1.3 Where no Joint Ownership Agreement has yet been concluded:

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

### 8.2 Transfer of Foreground

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (6) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

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



Any addition to Attachment (6) 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, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

### 8.3 Dissemination

#### 8.3.1 Publication

8.3.1.1 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 made twenty-one (21) days before the publication. Any objection to the planned publication shall be made in accordance with the EC-GA in writing to the Coordinator and to any Party concerned within fifteen (15) days after receipt of the notice of the planned publication. 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 objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.3.1.3 If an objection has been raised in due time as prescribed in Article 8.3.1.1 of this Consortium Agreement, the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

8.3.1.4 If a dispute regarding a publication cannot be settled amicably within thirty (30) calendar days following an objection, the General Assembly shall decide the issue.

#### 8.3.2 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. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

#### 8.3.3 Cooperation obligations

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

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

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

### Section 9: Access Rights

#### 9.1 Background covered

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. Such identification may be done by e.g.

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

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).

If a Party wishes to add certain Background to Attachment 2, thereby excluding it from the obligations under this Consortium Agreement to grant Access Rights, it will send a proposal thereto to the General Assembly. This proposal will provide all the relevant information for the General Assembly, including at least a list of the Background involved, the reason why the Party wishes it to be excluded, the Work Packages wherein the Background plays is or may be used. The Steering Committee may decide to approve the request to add said Background to Attachment 2.

#### 9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the EC-GA and 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 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.

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

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs. Access Rights

are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the 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

Access Rights for Use shall be granted upon bilateral agreement.

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 of the Consortium Agreement, up to twelve (12) months 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 or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

## 9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the 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 date of the new Party found in the respective accession document according to Attachment 3, shall be considered to be Background with regard to said new Party. Foreground developed after such accession date by the new Party shall be regarded as Foreground by all Parties.

### 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. Any and all access rights granted by the Defaulting Party to the other Parties and Affiliated Entities shall remain in full force and effect.

##### 9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.2.

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

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement with respect to Foreground and Background generated before the date of the termination of its participation, as if it had remained a Party for the whole duration of the Project.

## 9.8 Specific Provisions for Access Rights to Software

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

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

## Section 10: Non-disclosure of information

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 5 years after the end of the Project:

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

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:

- (a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- (f) the Confidential Information was already known to the Recipient prior to disclosure and was not previously acquired from the Disclosing Party under any obligation of confidentiality; or
- (g) the Party is required to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order (including in the case of the United Kingdom the Freedom of Information 2000 Act).

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 (i) notify the Disclosing Party, and (ii) where it is legally possible comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission or third parties in case necessary for the proper implementation of the Project provided that such persons to whom Confidential Information is so disclosed are informed of the confidentiality provisions in this Consortium Agreement and enter into legally binding confidential agreements on equivalent terms to this Consortium Agreement.

## **Section 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 (Listed Affiliated Entities)  
Attachment 5 (initial list of Members and other contact persons)  
Attachment 6 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

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. 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 5.

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.

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. An update of Attachment 5 to be issued by the Coordinator is not regarded as an amendment to this Consortium Agreement.

#### 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 6.3.1.2 require a separate agreement between all Parties.

The Contract with all Annexes and all official amendments to the contract forms an integral part of this Consortium Agreement.

#### 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.

#### 11.8 Settlement of disputes

##### First Phase

In case of any dispute arising in connection with this Agreement, the Parties concerned shall communicate to the Coordinator the cause of difference, conflict or disagreement arisen; within 30 days from the receipt of such notice, the Coordinator shall submit the case to the Executive Board, which shall try to reach an amicable settlement of the dispute. Should the Parties concerned accept the resolution suggested by the Executive Board, the minutes of the meeting of the Executive Board, duly signed by the representatives of the conflicting Parties, shall be binding for the Parties concerned.

The concerned Parties (Party), whose express declaration of disagreement is not included in the minutes of the meeting, are deemed to have agreed to the Resolution of the Executive Board.

##### Second Phase

Should the conflicting Parties not find an amicable settlement as above provided, the Coordinator, against request of one of the concerned Parties, within 30 days from such request, shall convoke the Executive Board.

The Executive Board shall designate a legal expert who shall try to settle the dispute with reference to Belgian law and the principles of fairness. The Coordinator shall communicate such decision to the concerned Parties within 30 days from the date of its receipt.

#### Third Phase

If the Parties concerned have not reached a settlement of such dispute at the expiration of the two phases above provided, within 30 days from receipt of the decision of the legal expert, each concerned Party can resort to an arbitration procedure in accordance with Belgian law. The award of arbitration will be final and binding upon the Parties concerned.

However, should any Party (e.g. a public body) show that certain provisions of its national law prevents it from submitting the relevant dispute to arbitration, then the concerned Parties will submit the dispute to the competent Court in Brussels.

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.

### **Section 12: Signatures**

AS WITNESS:

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



Helsinki University of Technology

Signature:

*Matti Pursula*

Name:

Matti Pursula

Title:

Rector



*M.P.*


Centre National de la Recherche Scientifique

Signature:

Name: Younis Hermes

Title: Delege Regional

Pour le Directeur Général du CNRS  
et par délégation.



Younis HERMES  
Délégué Régional

CENTRE NATIONAL DE LA  
RECHERCHE SCIENTIFIQUE  
DÉLÉGUÉ RÉGIONAL  
B.P. 166 - 38042 GRENOBLE Cedex 9



Lancaster University

Signature:



Name: Andrew Neal

Title: Director of Finance and Resources

U.P.

Ruprecht-Karls-Universität Heidelberg

Signature:



Name:

Marina Frost

Title:

Registrar



ROYAL HOLLOWAY AND BEDFORD  
NEW COLLEGE

Royal Holloway and New Bedford College

Signature: 

Name: Hitesh Patel

Title: Deputy Head (Research)

*H.P.*

Scuola Normale Superiore di Pisa

Signature:

Name: Settis Salvatore

Title: President of the Scuola Normale Superiore



Ustav Experimentalnej Fyziky Slovenskej Akadémie Vied

Signature:

Name:

Karol Flachbart

Title:

Director



Universitaet Basel Date: 20.02.2009

Signature: 

Name: Peter Meier-Abt

Title: Vice-Rector Research









Technische Universiteit Delft

Signature:



Name: Karel Luyben

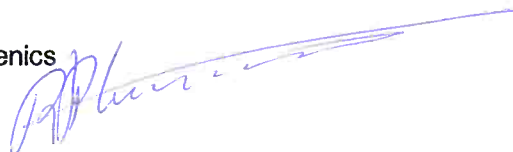
Title: Dean of the Faculty of Applied Science

Date 18 February 2009



BlueFors Cryogenics

Signature:

A handwritten signature in blue ink, appearing to be 'Rob Blaauwgeers', written over a horizontal line.

Name: Rob Blaauwgeers

Title: Director

Handwritten initials in blue ink, possibly 'A.P.'.

Universiteit Leiden

Signature: 

Name: Robert Smailes

Title: Director, Leiden University research and innovation Services

For and on behalf of  
Physikalisch-Technische Bundesanstalt

Signature:

*M. Gahrens*

Name:

Manfred Gahrens

Title:

Head of Section "Legal Matters"



*u.p.*

**Attachment 1: Background included**

Access Rights to Background made available to the Parties:

**Helsinki University of Technology (TKK)**

makes available the Background owned by or acquired by the research team of TKK, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Centre National de la Recherche Scientifique (CNRS)**

makes available the Background owned by or acquired by the research team of CNRS, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Lancaster University (ULANC)**

makes available the Background which is related to the workplan, aims or objectives of the MICROKELVIN Project, and which is owned by or acquired by Professor George Pickett, Dr Ian Bradley, Professor Shaun Fisher, Professor Anthony Guenault, Dr Richard Haley and Dr Victor Tsepelin of the Physics Department of ULANC, who are directly involved in carrying out the Project, to the extent such Background is Needed for the implementation of the Project or for the Use of Foreground, and which due to any third party rights ULANC is free to grant Access Rights to, and for which the granting of said Access Rights is possible without the need for ULANC to get permission from any third party.

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

**Ruprecht-Karls-Universitaet Heidelberg (HEID)**

includes only such Background that has been generated by the researchers participating in the Project on behalf of the University of Heidelberg and which is relevant and needed for the proper implementation of the Project.

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

**Royal Holloway and New Bedford College (RHUL)**

makes available the Background owned by or acquired by the research team of RHUL, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Squola Normale Superiore di Pisa (SNS)**

makes available the Background owned by or acquired by the research team of SNS, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Ustav Experimentalnej Fyziky Slovenskej Akademie Vied (SAS)**

makes available the Background owned by or acquired by the research team of SAS, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Universitaet Basel (BASEL)**

makes available the Background owned by or acquired by the research team of BASEL, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Technische Universiteit Delft (DELFT)**

makes available the Background owned by or acquired by the research team of DELFT, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**BlueFors Cryogenics (BlueFors)**

makes available the Background owned by or acquired by the research team of BlueFors, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

**Universiteit Leiden (UL)**

UL makes available the relevant Background required to carry out the Project provided it is not excluded by Attachment 2.

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

**Physikalisch-Technische Bundesanstalt (PTB)**

makes available the Background owned by or acquired by the research team of PTB, directly involved in carrying out the Project, to the extent such Background is necessary for the implementation of the Project or for the Use of Foreground.

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

U.P.

## **Attachment 2: Background excluded**

Background excluded from Access Rights:

### **Helsinki University of Technology (TKK)**

The project will be located in the Low Temperature Laboratory. All materials, software, results, data and tests from other departments and faculties of TKK are fully excluded and no Access Rights are granted. All commercial and third party software is excluded and no Access Rights are granted.

All the materials, results, data, tests and deliverables resulting from other projects of the Low Temperature Laboratory of TKK are excluded and all Access Rights are subject to separate written agreement with TKK.

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

### **Centre National de la Recherche Scientifique (CNRS)**

hereby excludes from its obligation to grant Access Rights to Background:

- (i) all Background generated by the research teams other than that directly involved in carrying out the Project; and
- (ii) all Background which the CNRS due to existing or future third party rights is unable to grant Access Rights to.

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

### **Lancaster University (ULANC)**

Lancaster University hereby excludes from its obligation to grant Access Rights to Background all Background generated by the University other than that generated by Professor George Pickett, Dr Ian Bradley, Professor Shaun Fisher, Professor Anthony Guenault, Dr Richard Haley and Dr Viktor Tsepelin of the Physics Department, who are directly involved in carrying out the Project.

Lancaster University also hereby excludes specifically from its obligation to grant Access Rights to Background to the following Background:

- (a) All data, materials, methodologies and know-how not generated through the direct participation in the Project or which Lancaster University is not free to provide.
- (b) Databases and software not generated through the direct participation in the Project or which Lancaster University is not free to provide.
- (c) All Background resulting from research carried out by Professor George Pickett, Dr Ian Bradley, Professor Shaun Fisher, Professor Anthony Guenault, Dr Richard Haley and Dr Viktor Tsepelin of the Physics Department, which was funded in full or in part by industrial, charitable, military or government sponsors and which Lancaster University due to third party rights are not able to grant Access Rights to or for which Lancaster University needs to get permission to grant Access Rights.
- (d) All Background resulting from research carried out by Professor George Pickett, Dr Ian Bradley, Professor Shaun Fisher, Professor Anthony Guenault, Dr Richard Haley and Dr Viktor Tsepelin of the Physics Department which is unrelated to the work plan, aims or objectives of the MICROKELVIN Project.

*U.P.*



Lancaster University also hereby excludes from its obligation to grant Access Rights to Background all Background that has been and/or will be derived outside the Project which Lancaster University due to third party rights are not able to grant Access Rights to or for which Lancaster University needs to get permission to grant Access Rights.

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

#### **Ruprecht-Karls-Universitaet Heidelberg (HEID)**

The Ruprecht-Karls-Universität Heidelberg hereby excludes from its obligation to grant Access Rights to Background all Background generated by Ruprecht-Karls-Universität Heidelberg other than that generated by the research of Prof. Dr. Enss's group at the Ruprecht-Karls-Universität Heidelberg, and Background derived from a non EU-project which Ruprecht-Karls-Universität Heidelberg 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.

#### **Royal Holloway and New Bedford College (RHUL)**

Royal Holloway and Bedford New College ("RHUL") hereby excludes from its obligation to grant Access Rights to Background all Background generated by RHUL other than that produced by the research of Professor John Saunders' and Dr Phil Meeson's groups at RHUL. RHUL also excludes all Background derived from work carried out by Professor Saunders and and Dr Meeson's groups that is subject to third party rights.

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

#### **Squola Normale Superiore di Pisa (SNS)**

hereby excludes from its obligation to grant Access Rights to Background:  
(i) all Background generated by the research teams other than that directly involved in carrying out the Project; and  
(ii) all Background which the SNS due to existing or future third party rights is unable to grant Access Rights to.

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

#### **Ustav Experimentalnej Fyziky Slovenskej Akademie Vied (SAS)**

hereby excludes from its obligation to grant Access Rights to Background:  
(i) all Background generated by the research teams other than that directly involved in carrying out the Project; and  
(ii) all Background which the SAS due to existing or future third party rights is unable to grant Access Rights to.

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

#### **Universitaet Basel (BASEL)**

University of Basel hereby informs, in accordance with Grant Agreement article II.33.2, that the following information is excluded:

- (i) All Background developed by University of Basel researchers not participating in the MICROKELVIN Project.
- (ii) All Background developed by University of Basel researchers participating in the MICROKELVIN Project which is outside the scope of the tasks allocated to University of Basel under the Project.
- (iii) All Background, which University of Basel, due to existing or pending third party rights, is unable to grant Access Rights to.

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

#### **Technische Universiteit Delft (DELFT)**

hereby excludes from its obligation to grant Access Rights to Background:

- (i) all Background generated by the research teams other than that directly involved in carrying out the Project; and
- (ii) all Background which the DELFT due to existing or future third party rights is unable to grant Access Rights to.

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

#### **BlueFors Cryogenics (BlueFors)**

hereby excludes from its obligation to grant Access Rights to Background:

- (i) all Background generated by the research teams other than that directly involved in carrying out the Project; and
- (ii) all Background which the BlueFors due to existing or future third party rights is unable to grant Access Rights to.

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

#### **Universiteit Leiden (UL)**

The Project will be carried out in the Physics department, faculty of Science. Background IP will be excluded that has been developed by personnel and/or students at UL at other sections or research groups than the research group under the direct supervision of Dr. T.H. Oosterkamp and that are not participating in the Project. For the avoidance of doubt, the following materials, software, results, data and tests are thus excluded and no Access Rights are granted:

- which originate from any other department and/or faculty of the UL than the above department(s), and
- which result from other projects, prior, during and after the Project, of the above department(s).

All commercial and third party software is excluded and no Access Rights are granted.

Background IP to which LU is not able to grant Access Rights due to third party rights that exist at the signing of the consortium agreement are excluded.

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

**Physikalisch-Technische Bundesanstalt (PTB)**

hereby excludes from its obligation to grant Access Rights to Background:

- (i) all Background generated by the research teams other than that directly involved in carrying out the Project; and
- (ii) all Background which the PTB due to existing or future third party rights is unable to grant Access Rights to.

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

*u.p.*

**Attachment 3: Accession document**

ACCESSION

of a new Party to

MICROKELVIN Consortium Agreement, version [..., YYYY-MM-DD]

[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].

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

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]

Helsinki University of Technology

Signature(s)

Name: Mikko Paalanen

Title: Coordinator of MICROKELVIN

**Attachment 4: Listed Affiliated Entities**

**Lancaster University Business Enterprises Limited (LUBEL)** a wholly owned subsidiary company of Lancaster University registered in England and Wales under number 968581, whose registered office is at University House, Bailrigg, Lancaster, LA1 4YW.

**Royal Holloway Enterprise Ltd**, the Orchard Building, Royal Holloway and Bedford New College, Egham, Surrey TW20 0EX.

**Attachment 5: Initial list of Members and other contact persons**

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this *Consortium Agreement*.

**Helsinki University of Technology,**

Member of the General Assembly: Mikko Paalanen

Position: Director of Low Temperature Laboratory

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Fax +358 9 4512969

E-mail: paalanen@neuro.hut.fi

Espoo, Finland

**Centre National de la Recherche Scientifique**

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Administrative contact person :

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**Lancaster University**

Member of the General Assembly: George Pickett

Position: Professor in Low Temperature Physics

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Lancaster, UK

Recipients for Notices in Accordance with Article 11 of this Consortium Agreement:

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Recipients for all other Notices in Accordance with Section 11 of this Consortium Agreement:

Professor George Pickett, Physics Department, Lancaster University, Lancaster, LA1 4YB, UK

**Ruprecht-Karls-Universitaet Heidelberg**

Member of the General Assembly: Christian Enss

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Heidelberg, Germany

**Royal Holloway and Bedford New College**

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**Scuola Normale Superiore di Pisa**

Member of the General Assembly: Francesco Giazotto  
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**Ustav Experimentálnej Fyziky Slovenskej Akadémie Vied**

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**Universitaet Basel**

Member of the General Assembly: Dominik Zumbuehl  
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**Technische Universiteit Delft**

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**BlueFors Cryogenics**

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**Universiteit Leiden**

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Berlin, Germany

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**Attachment 6: List of Third Parties**

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.

**Lancaster University Business Enterprises Limited (LUBEL)** a wholly owned subsidiary company of Lancaster University registered in England and Wales under number 968581, whose registered office is at University House, Bailrigg, Lancaster, LA1 4YW.