

SEVENTH FRAMEWORK PROGRAMME (FP7)



Systems for Green Operations

Clean Sky Joint Technology Initiative

CONSORTIUM AGREEMENT

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THIS ITD CONSORTIUM AGREEMENT for the SGO ITD is made on the January 26, 2009 Pursuant to REGULATION (EC) No 71/2007 OF THE COUNCIL of 20th December 2007 setting up the Clean Sky Joint Undertaking and its statutes hereinafter referred to as Statutes and all the Joint Undertaking Grant Agreements applicable in the frame of the Systems for Green Operations ITD (“SGO ITD”), either currently available at the Effective Date (as hereinafter defined) or to be concluded thereafter in the course of the Clean Sky Joint Technology Initiative, with their Annexes,

BETWEEN:

THALES AVIONICS SA, a French company registered in the Trade and Company Register of Nanterre under n° 612 039 495, whose head office is located 45 rue de Villiers 92526 Neuilly sur Seine, Cedex – France,

and

THALES AVIONICS ELECTRICAL SYSTEMS S.A, a French company registered in the Trade and Company Register of Versailles under n° 552 114 175, whose head office is located 41, Boulevard de la République 78400 Chatou, France.

and

THALES SYSTEMES AEROPORTES S.A. established in 2, Avenue Gay-Lussac 78851 ELANCOURT Cedex (France)

and

LIEBHERR AEROSPACE LINDENBERG GmbH, Pfaenderstraße 50-52, 88161 Lindenberg, Germany,

and

LIEBHERR-AEROSPACE TOULOUSE SAS established in Avenue des Etats Unis 408, 31200 Toulouse, France

and

LIEBHERR-ELEKTRONIK GmbH established in Peter-Dornier-Strasse 11, 88131 Lindau, Germany

and

AIRBUS SAS “Société par Actions Simplifiée” incorporated under the laws of France, registered under the number 383 474 814 RCS Toulouse, with share capital of EUR 2,704,375.00, with its Head Office at 1 Rond-Point Maurice Bellonte, 31700 Blagnac , France,

and

AIRBUS FRANCE SAS established in 316, Rue de Bayonne, 31060 Toulouse (France)

and

AIRBUS DEUTSCHLAND GmbH established in Kreetslag 10, Hamburg, 21129 Germany

and

AIRBUS UK Limited established in New Filton House, Filton, Bristol BS99 7AR, United Kingdom,

and

ALENIA AERONAUTICA S.p.A., a company with sole shareholder under management and direction of Finmeccanica S.p.A, incorporated under the laws of Italy, having its registered office in Pomigliano d' Arco, Naples (Italy) Viale dell' Aeronautica s.n.c, 80038, Share Capital Euro 722.144,253 full paid, Fiscal VAT Code and Company Register Number 039026211212

and

DIEHL AEROSPACE GmbH, a German company, registered in Alte Nussdorfer Strasse 23, D-88662 Ueberlingen, Germany, whose head office is located in Alte Nussdorfer Strasse 23, D-88662 Ueberlingen, Germany,

and

DEUTSCHES ZENTRUM FÜR LUFT- UND RAUMFAHRT e.V., Linder Höhe, D- 51147 Köln, participating Institute : Institute of Robotic and Mecatronics, DLR- Oberpfaffenhofen.

and

EADS DEUTSCHLAND GmbH, a German company registered at the District Court of Munich under HRB 107648, located in Willy-Messerschmitt-Strasse, 85521 Ottobrunn, Germany

and

FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG e.V., a non-profit association incorporated under the laws of Germany, registered under the number VR 4461 at the Amtsgericht (district court) München, with its registered office at Hansastrasse 27C, 80686 München, Germany.

and

GALILEO AVIONICA S.p.A. established in Via Albert Einstein, n. 35, 50013, Campi Bisenzio (Florence) Italy

and

AERONAMIC BV established in Planthofsweg 79, 7601 PJ Almelo, The Netherlands

and

STICHTING NATIONAAL LUCHT- EN RUIMTEVAARTLABORATORIUM established in Anthony Fokkerweg 2, 1059 CM Amsterdam, The Netherlands

and

TECHNISCHE UNIVERSITEIT DELFT established in Stevinweg 1, 2628 CN, Delft, The Netherlands

and

UNIVERSITY OF MALTA established in Msida, MSD 2080, Malta

and

CRANFIELD UNIVERSITY established in Cranfield, Bedfordshire, MK43 0AL, UK

and

ROLLS-ROYCE plc, a company registered in England and Wales (CN 1003142) whose registered office is at 65 Buckingham Gate, London SW1E 6AT England.

and

SAAB AB (Publ), a company incorporated under the laws of Kingdom of Sweden, under the national registration number 556036-0793, whose registered office is at SE-581 88 – Linköping, Sweden.

and

AIRCELLE established in Route du Pont VIII - 76700 GONFREVILLE L'ORCHER (France)

and

HISPANO-SUIZA established in 18 boulevard Louis Seguin - 92707 COLOMBES Cedex (France)

and

LABINAL established in 36 rue Raymond Grimaud - BP 10016 - 31700 BLAGNAC (France)

and

MESSIER-BUGATTI established in Zone Aéronautique Louis Bréguet - BP 40 - 78141 VELIZY Cedex (France)

ITD Consortium Agreement

and

MESSIER-DOWTY SA established in Zone Aéronautique Louis Bréguet - BP 10 - 78142
VELIZY Cedex (France)

and

TECHSPACE AERO established in Route de Liers, 121 - Parc Industriel des Hauts Sarts - BE
4041 - HERSTAL (Milmort) (Belgique)

and

TECHNOFAN established in 10 Place Marcel Dassault - ZAC du Grand Noble - BP 30053 -
31702 BLAGNAC Cedex (France)

and

THE UNIVERSITY OF NOTTINGHAM, a British university, registered in the United Kingdom,
whose head office is located at University Park, Nottingham, NG7 2RD, United Kingdom.

and

ZODIAC - INTERTECHNIQUE (national registration number 639804384)
established in 61 Rue Pierre Curie BP 1 - 78373 Plaisir Cedex, France,

and

ZODIAC ECE established in 129 Bld Davout BP113, 75960 PARIS Cedex 20 – FRANCE

And

ZODIAC AERAZUR established in 2 rue Maurice Mallet 92130 Issy les Moulineaux FRANCE

Hereinafter referred to individually or collectively as the “Party(ies)”

WHEREAS:

The Parties having considerable experience in the field concerned, have submitted a proposal for the SGO ITD to the Joint Undertaking as part of the Clean Sky Joint Technology Initiative set up by decision of the European Community.

The Parties wish to agree certain legally binding commitments among themselves in relation to the SGO ITD in addition to the provisions of the relevant Grant Agreements on the terms and conditions of this ITD Consortium Agreement.

AGREED TERMS:

Article 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Statutes and as printed in italics in the relevant Grant Agreements including its Annexes as may be amended below without the need to replicate said terms herein. In the event of conflict between the definitions of this ITD Consortium Agreement, the Statutes and the Grant Agreements, the definitions stated in this ITD Consortium Agreement shall prevail.

1.2 Additional Definitions

Cluster	means a grouping of legal persons not affiliates of each other, whose members intend to perform work within the SGO ITD under a Grant Agreement ; Clusters may be but are not necessarily, legal entities
Confidential Information	means all information in whatever form or mode of transmission, which is disclosed by a Disclosing Party to any 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;
“Consortium”	means the consortium of parties to this ITD Consortium Agreement, notwithstanding any other definition of this term in any Grant Agreement;
"Consortium Body"	means any one or more of the bodies referred to under Article 6 of this Agreement.
“Consortium Budget”	means the allocation of all the resources in cash or in kind for the activities as defined in Annex IB of the relevant Grant Agreements and in the Consortium Plan IB thereafter.
“Consortium Plan IA”	means the description of the work and the related agreed Consortium Budget, including the payment schedule, as stated in the Annex IA of the relevant Grant Agreement for the duration of the Programme (7 years). For the avoidance of doubt, the performance obligations of each Party shall be those defined in Annex IB of the applicable Grant Agreements
“Consortium Plan IB”	means the description of the work and the related agreed Consortium Budget, including the payment schedule, as stated in the Annex IB of the relevant Grant Agreement for the Project
“Defaulting Party”	means a Party, which is in breach of this Consortium Agreement and/or the relevant Grant Agreements as specified in Article 3.3 of this Consortium Agreement.

"Disclosing Party"	means the Party disclosing Confidential Information;
"Effective Date"	means the 1 st of June, 2008;
"Grant Agreement" and "GA"	means indiscriminately the ITD GA or the Partner GA(s) Where an existing Grant Agreement is amended by the Parties thereto agreeing a new Annex IB in respect of a new period the grant in relation to such new Annex IB shall be deemed to give rise to a separate Grant Agreement for the purposes of this Consortium Agreement;
ITD	Means integrated technology demonstrator;
"ITD Co-Leader"	means the SGO ITD Leader, which is not the Coordinator of the SGO ITD;
"ITD Coordinator"	means the SGO ITD Leader that acts as the 'coordinator' as defined in the ITD Grant Agreement and assumes the responsibilities of such coordinator on behalf of the SGO ITD;
"ITD Grant Agreement"	means the contract entered into in relation to the SGO by the JU with the Members;
"ITD Leaders"	means Liebherr and Thales Avionics;
"ITD Steering Committee"	means the JU body referred to in Article 8 of Annex 1 of the Clean Sky Council Regulation (EC) 71/2007 of 20 th December 2007;
"Joint Undertaking" and "JU"	means the Clean Sky Joint Undertaking as set up by the REGULATION (EC) No 71/2007 OF THE COUNCIL of 20 th December 2007;
Management Plan	means the document elaborated by the PMC chairman, which details the organisation of the several governing bodies (PMC and management of the Work Packages).
"Member"	means collectively the Leaders and Associates of the SGO ITD as well as their Participating Affiliates.
"Partner"	means any legal entity selected by the SGO ITD as approved by the Joint Undertaking to perform specific tasks in relation to this SGO ITD pursuant to a Call for Proposal.
"Partner Grant Agreement"	means a contract entered into by the JU with one or more Partners under which the JU agrees to give financial support to the activities of such Partner(s)
"Party"	means any signatory to this ITD Consortium Agreement whether initial (the Leaders and first Associates) or subsequent (Partners having signed an Accession document and additional Associates)
"Project Management Committee"	means any of the Consortium Bodies established under Article 6.2.2 below
"Recipient"	means the Party receiving Confidential Information;

"Use"	means the direct or indirect utilisation of foreground in further research activities other than those covered by the SGO ITD, or for developing, creating, marketing a product or process, or for creating or providing a service;
"Work Package"	means any one or more work packages referred to in the Consortium Plan IA and IB which together form the work scope of the SGO ITD according to the description of work appended to the Grant Agreement signed by the Leaders and Associates;
"Work Package Leader"	means the person leading and managing a relevant Work Package;
"Work Package Manager"	means the person leading and managing a relevant Work Package
"Work Package Management Team"	means any of the Consortium Bodies established under Article 6.2.3 below

Article 2: Purpose

The purpose of this ITD Consortium Agreement is to specify with respect to the Consortium the relationship and the respective rights and obligations among and between the Parties.

Article 3: Entry into force, duration and termination

3.1 Entry into force

This ITD Consortium Agreement shall have effect retroactively on June 1, 2008 (the Effective Date).

3.2 Duration

This ITD Consortium Agreement shall continue in full force and effect until fulfilment of all obligations undertaken by the Parties under the relevant Grant Agreements and under this ITD Consortium Agreement.

3.3 Termination

The participation of one or more Parties to this ITD Consortium Agreement may be terminated in accordance with the terms of this ITD Consortium Agreement and Annex II of any Grant Agreement (Articles II.36 to II.38).

In the event the relevant Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the relevant Grant Agreements, the Coordinator (or, if the breaching Party is the Coordinator, the ITD Co-leader) will give written notice to such Party requiring that such breach be remedied within thirty (30) calendar days.

If such breach is not remedied within that period or is not capable of remedy, the ITD Steering Committee under the recommendation of the PMC may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include the decision to terminate the Grant Agreement in accordance with Annex II.36 of the relevant Grant Agreement for such Defaulting Party.

Termination from a Grant Agreement shall entail termination of this ITD Consortium Agreement with respect to the Defaulting Party.

3.4 Withdrawal of the participation of a Party in the SGO ITD

3.4.1 Subject to Article 3.4.2, the Parties agree that if a Party wishes to withdraw from the SGO ITD, it will be considered as a request for termination and be subject to the unanimous agreement of PMC and in accordance with GA II.36).

3.4.2 Any Party may withdraw from the SGO ITD and from this ITD Consortium Agreement (whereafter it will be referred to as the "Withdrawing Party") without liability provided that:

(a) the Withdrawing Party has chosen to withdraw due to the proposed Annex IB of the relevant Grant Agreement for the following year imposing terms on such Party that vary from the technical or financial content of Annex IA of the relevant Grant Agreement and/or the Consortium Plan IA in the latest version as agreed by all Parties to such Party's material detriment; and

(b) the Withdrawing Party gives written notice to the PMC and the ITD Steering Committee and the other Parties not less than ninety (90) days before the end of the current year; or, if the applicability of 3.4.2 (a) only becomes apparent less than ninety (90) days before the end of the current year, as soon as reasonably practicable after it has become apparent; and

(c) the Withdrawing Party completes all of its obligations under the current Annex IB and the relevant Grant Agreement.

3.4.3 Withdrawal of a Party from a Grant Agreement shall entail automatically withdrawal from the Consortium and termination of this ITD Consortium Agreement with respect to the withdrawing Party.

3.5 Survival of rights and obligations

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes and any other provisions which by their nature ought to survive shall survive the expiration or termination of this ITD Consortium Agreement.

Unless otherwise agreed between the PMC and the leaving Party, termination or voluntary withdrawal of a Party shall not affect, and will be without prejudice, to any rights of a Party accrued at the date of termination or withdrawal, or any of the obligations of the Party leaving the Consortium incurred prior to such date. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

3.6 Suspension

The obligations of the Members hereunder to perform ITD activities are conditional on the existence of a Grant Agreement funding such activities. If at any time the Consortium Plan IA envisages the performance of ITD activities by a Member such Member shall nevertheless be under no obligation to perform them until such time as it has become a Beneficiary under a Grant Agreement in respect of such activities.

Article 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the SGO ITD according to the Management Plan, the description of work, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement in good faith.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks as foreseen in Article 6.2

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

4.2 Responsibilities of the ITD Leaders

The ITD Leaders are in charge of managing the SGO ITD and of ensuring that the activities are conducted by the Parties until completion as defined in the Consortium Plan IA and IB.

With the support of the Parties, the ITD Leaders are responsible for the regular review and updating of this Consortium Plan IA and IB where necessary or desirable.

4.3 Clusters

For the purposes of this Article, the members of a Cluster and the Cluster itself shall be considered as one single Party

As a consequence thereof :

each Cluster whatever its form (legal entity or not) and member thereof agree to be represented in the relevant governing bodies of the SGO ITD by one person representing each Cluster (which does not have to be the same person on each Consortium Body).

each Cluster Coordinator shall be considered as the single representative for all other purposes of this ITD Consortium Agreement.

The transfer of activities and corresponding budgets between each member to a Cluster is allowed at any time without need for amendment to the Consortium Plan IA and/or IB, as far as this Consortium Plan is satisfactorily implemented and for the same cost. The Consortium Budget and financial reporting will consider separately the activities performed by each Cluster in compliance with JU accounting procedures and with Annex II of the relevant Grant Agreement.

The Cluster and its members shall be jointly and severally liable for the performance of any activity within the SGO ITD that is allocated to the Cluster by the Consortium Plan IA and IB or any GA.

Each Cluster, or Cluster Coordinator in the case of Clusters not being legal entities, warrants that it is duly authorised to sign this ITD Consortium Agreement as agent on behalf of all Cluster members

For Clusters having the status of Members, the relevant Cluster Coordinator will ensure and be responsible for the allocation of payment to (if requested by the ITD coordinator) and collection and management of technical and financial statements and reports to and from each Cluster member and report the same to the PMC as required.

Article 5: Liability

5.1

Notwithstanding its liability to the JU as set out in its Grant Agreement, each Party undertakes to the other Parties to perform its work at its own risk and under its sole liability and shall be liable for its non-compliance of its obligations in relation to any Work Package in which it is involved.

5.2 No warranties

In respect of any information or materials supplied or created by one Party to another pursuant to this ITD Consortium Agreement, no warranty or representation of any kind is made, given or implied as to the sufficiency, fitness for purpose or as to the absence of any infringement of any proprietary rights of third parties.

The recipient Party shall otherwise and in all cases be entirely and solely liable for the use to which it puts such information and materials.

Nevertheless, each Party undertakes that it will not knowingly make available any proprietary rights of a third party for any Work Package for which such Party has not acquired the corresponding right of use and to grant licenses.

5.3 Limitation and exclusion of contractual liability

5.3.1 No Party shall be responsible for or liable to any other Party for any special, indirect or consequential loss arising out of or in connection with this Consortium Agreement howsoever caused.

5.3.2 The total, aggregate liability of a Party for any and all loss and damage demonstrated by other Parties as arising out of or in connection with any breach of this Agreement howsoever caused is limited to the lower of ten million euro (€10,000,000) or twice the share of the total costs associated with the defaulting Party's activities in the ITD arising under Grant Agreements in respect of the current and all previous years. In the event that a breach of this Agreement causes damage to more than one other Party whose aggregate exceeds the foregoing limit the claiming Parties shall use all reasonable endeavours to agree an apportionment among themselves of the said limit and failing such agreement shall refer such apportionment to arbitration under Article 11.8.

5.3.3 The total, aggregate liability of a Party in respect of any and all claims by any one Party in respect of any and all loss and damage shall be limited to the total share of the Party making the claim in the total costs of the ITD arising under Grant Agreements in respect of the current and all previous years.

5.3.4 For the avoidance of doubt the limits of liability under Articles 5.3.2 and 5.3.3 shall operate independently, so that in the event that both articles are relevant to a single claim the lower of the limits obtained by applying each article shall apply.

5.3.5 The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a willful act or gross negligence.

5.3.6 The terms of this Consortium Agreement shall not be construed to exclude or limit any Party's liability for any non-contractual liability including any liability for death or personal injury.

5.4 Damage caused to third parties

Each Party shall be solely liable and will indemnify the other Parties for any loss, damage or injury to third parties (including but not limited to the JU) resulting from the performance of the said Party's obligations under this ITD Consortium Agreement.

5.5 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 Consortium remains solely responsible for carrying out its relevant part of the work and for such third party's compliance with the provisions of this ITD Consortium Agreement and of the relevant Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties in this ITD Consortium Agreement.

5.6 Loan

In the case of loan or bail of material and/or equipment between Parties for the performance of the work an agreement based on the model set forth in Attachment 6 shall be entered into between the Parties and may be amended to contain specific conditions regarding liabilities.

5.7 Flight tests or large demonstrators

In the case of any supply, loan or bail of between Parties for the performance of any flight test or large demonstrator activities within the ITD the relevant Parties shall enter into a specific agreement setting out their respective rights obligations and liabilities. If deemed appropriate such agreement may require the supplier to give to the Party performing the flight test warranties such as to:

- (a) use of reasonable skill and care in design; and
- (b) compliance with any applicable aircraft interface specification.

Article 6: Governance structure

6.1 General Principles

The SGO ITD is structured by Work Packages allocated among the Parties.

The Consortium management, coordination and decisions are handled variously by the following Consortium Bodies :

- the Coordinator
- the Project Management Committee
- Work Package management Team if implemented at the Work Package level.

For such purpose, each Leader s and Associates having several participating affiliates involved in the Consortium shall appoint a representative for the group of company, as described below, in the respective Consortium Bodies it has to seat.

Leader	Represented Parties
THALES	THALES AVIONICS SA
	THALES AVIONICS ELECTRICAL SYSTEMS S.A
	THALES SYSTEMES AEROPORTES S.A.
LIEBHERR	LIEBHERR AEROSPACE LINDENBERG GmbH
	LIEBHERR-AEROSPACE TOULOUSE SAS
	LIEBHERR-ELEKTRONIK GmbH
AIRBUS	AIRBUS SAS
	AIRBUS FRANCE SAS
	AIRBUS DEUTSCHLAND GmbH
	AIRBUS UK
SAFRAN Group	AIRCELLE
	HISPANO-SUIZA
	LABINAL
	MESSIER-BUGATTI
	MESSIER-DOWTY SA
	TECHSPACE AERO
	TECHNOFAN
Associate	Represented Parties
GSAF (Cluster)	AERONAMIC BV
	STICHTING NATIONAAL LUCHT- EN RUIMTEVAARTLABORATORIUM
	TECHNISCHE UNIVERSITEIT DELFT
	UNIVERSITY OF MALTA
	CRANFIELD UNIVERSITY
ZODIAC	ZODIAC - INTERTECHNIQUE
	ZODIAC ECE
	ZODIAC AERAZUR

The appointed representative shall act as the intermediary between the Coordinator and the represented Parties.

The represented Parties agree to abide by all decisions taken by the appointed representative.

Such appointed representative shall be notified to the Coordinator and to all parties within fifteen (15) days following the signature of this ITD Consortium Agreement.

Any change shall be notified in writing by the concerned Party to the Coordinator and the other parties.

6.2 Consortium Bodies

The Consortium Bodies become operational on the Effective Date.

6.2.1 Coordinator

The Coordinator shall act as the intermediary between the Parties and the Joint Undertaking. In addition to its responsibilities as a Party it shall perform all tasks assigned to it as described in the ITD Grant Agreement attributable to the ITD Coordinator and hereunder.

The Consortium budget will be established and agreed such that the ITD Coordinator will be sufficiently and adequately compensated in respect of all management costs not funded by the JU it incurs in the course of acting as the ITD Coordinator on behalf of the Parties ("Coordinator Effort").

The Members agree that each of them having a participation to the SGO ITD above one hundred thousand euro (100 000 €) for the whole duration of the Program, shall pay to the ITD Coordinator in consideration of the Coordinator Effort not less than yearly and within thirty (30) days of it's the receipt of the Coordinator's invoice, an amount proportional to the Member's share in the Consortium Budget of the concerned Project.

For 2008, this Coordinator Effort not funded by the JU shall be compensated for an amount of eighty seven thousand and five hundred euros (87 500 €) corresponding to an annual rate of one hundred and fifty thousand euros (150 000 €) running from 1st of June 2008.

For the following years, the value of the Coordinator Effort not funded by the JU shall represent a maximum of one hundred and fifty thousand euros (150 000 €).

This effort will be shared between Members proportionally to their Member's share in the Consortium Budget of the concerned Project and the amount to be paid to the coordinator will be submitted to the Steering Committee for information before being claimed by the coordinator.

The Member paying its proportion of the Coordinator Effort shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

All amounts invoiced by the ITD Coordinator are exclusive of VAT or other sales tax, applicable taxes or levies which are required to be charged in addition at the rate in force on the date payment is required.

In the event the JU agrees to fund the Coordinator Effort beyond the 50% ceiling, the ITD Coordinator will in addition or separately, invoice the JU in respect of the part or whole Coordinator Effort and cancel proportionally any such amounts that may otherwise have been due from the Members.

The ITD Coordinator shall be responsible for:

- i. monitoring compliance by the Parties with their obligations;

- ii. keeping the address list of Members and other contact persons updated and available;
- iii. collecting, reviewing and submitting information on the progress of the Consortium work and reports and other deliverables (including financial statements and related certification) to the Joint Undertaking;
- iv. proposing decisions and preparing the agenda of the ITD Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at those meetings;
- v. transmitting documents and information connected with the management of the ITD Consortium Agreement, including copies of Accession documents and changes of contact information to the Parties;
- vi. administering the JU financial contribution and fulfilling the financial tasks described in Article 7.1.1 and 7.3 below;
- vii. 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;
- viii. receiving and submitting requests for amendments and termination at the initiative of the Consortium in accordance with the relevant Grant Agreements, Annex II, Article II.36;
- ix. informing the Parties on a third party to which ownership of Foreground will be assigned as reflected in the update of the Attachment 5;
- x. proposing to the ITD Steering Committee, upon request from the Parties, a withdrawal of Background from Attachment 1;
- xi. proposing to the ITD Steering Committee, upon request from the Parties, a change of the list of Affiliated Entities, when requested.

If the Coordinator fails in its coordination tasks, the PMC may propose to the Joint Undertaking to change the Coordinator through a vote in an ITD Steering Committee meeting or following unanimous consent of all of the Parties (excluding the Coordinator).

The ITD Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

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

The level of details regarding information requested by the ITD Coordinator for the management of the ITD Consortium Agreement and the frequency for providing such information beyond the reporting periods set in any relevant Grant Agreement shall be set forth in the Management Plan.

In addition to reports required by the Grant Agreements the Parties shall give the ITD Coordinator reports as follows:

as necessary for the annual budget process of the Joint Undertaking;

pursuant to requirements imposed by the ITD Steering Committee or relevant Consortium Body;

as necessary to enable the ITD Coordinator to efficiently perform its duties under the Grant Agreements;

a reasonable frequency for such submission should not be more than four times a year and should only contain estimated data.

The ITD Coordinator shall provide evidence of any particular Joint Undertaking request for information to a Party. In the event such a request concerns a piece of information that the Party considers as sensitive said Party may elect to directly provide the information to the Joint Undertaking and will inform the ITD Coordinator of such communication.

6.2.2 Project Management Committee

The Project Management Committee ("PMC") shall be in charge of the operational daily management of the Work Packages.

The PMC shall initially consist of the following eight (8) appointed persons:

- the ITD Coordinator representative,
- the ITD Co-Leader representative;
- the relevant nominated representative of each Work Package Leader
- one representative of SAFRAN group.

The makeup of the PMC may be changed with the PMC's unanimous agreement. Notwithstanding the above, it is understood that other Members of the ITD shall be invited by the PMC chairman to attend a meeting, without the right of voting, when a matter involving such Members and affecting directly their activity, is included in the topics to be discussed in the agenda

The ITD Co-Leader shall chair all meetings of the PMC.

Each PMC representative shall participate or be duly represented by a substitute to each PMC meeting. Any substitute will have to justify its appointment as a substitute by written evidence, to be distributed to the Chairman or the ITD Co-leader in advance of the meeting.

The ITD Co-Leader shall convene meetings of the PMC at least once every three (3) months and at a minimum, one month prior to each ITD Steering Committee meeting and shall also convene meetings at any time upon written request of any member of the PMC in the case of an emergency situation.

The ITD Co-Leader shall give each of the representatives at least fifteen (15) calendar days' notice in writing of such meetings or seven (7) calendar days notice in case of an emergency situation.

Should a representative of the PMC suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other representatives prior to the meeting date.

However, any decision required or permitted to be taken by the PMC may be taken as follows:

- in meetings including meetings held via teleconference or videoconference;

- without a meeting, through circulation among the representatives of the PMC of a written document setting forth the decision to be made which must be returned within fifteen (15) calendar days to the ITD Co-Leader, duly signed and with their recommendations indicated in relation thereof. In such a case, the ITD Co-Leader shall draft the minutes to formalize in writing the decisions taken, taking into account the documents returned and shall dispatch them to the representatives within fifteen (15) calendar days of the expiration date of the above fifteen (15) days.

The PMC shall be responsible for:

- i. managing the SGO ITD and in particular will be responsible for the preparation, the validation and the proper implementation of the Management Plan;
- ii. making proposals to the ITD Steering Committee for the allocation of the Consortium Budget in accordance with the relevant Grant Agreements, including the Consortium Plan IA and IB and for possible budget transfers;
- iii. when major modifications to the scope and content of the SGO ITD are required, making proposal to the ITD Steering Committee for those modifications;
- iv. making proposals to the ITD Steering Committee for the review and/or amendment of the terms of the relevant Grant Agreements;
- v. making proposal to the Parties on changes to the terms of the ITD Consortium Agreement;
- vi. advising the ITD Steering Committee on major changes in work, particularly termination, creation, or reallocation of top level work packages, in concert with the Joint Undertaking;
- vii. making proposals to the ITD Steering Committee to suspend all or part of the Consortium or to terminate all or part of the relevant Grant Agreements, or to request the Joint Undertaking to terminate the participation of one or more Parties;
- viii. reviewing alleged cases of default of a Party, deciding on such case and preparing proposals to the ITD Steering Committee with regard actions to be taken against the Defaulting Party (as defined in Articles 6, 7 and 9, including through a request to the Joint Undertaking for an audit, an assignment of the Defaulting Party's tasks, and suggestions on any new entity to join the Consortium for that purpose). Any Party affected by this default will be invited to attend this discussion;
- ix. reviewing and deciding cases of default of the ITD Co-Leader in the performance of his tasks and preparing proposals to the Steering Committee on actions to be taken and possible nomination of a new PMC chairman;
- x. reviewing the content of Calls for Proposals and coordinating the selection of new Partners;
- xi. deciding on technical roadmaps for the SGO ITD;
- xii. proposing to the ITD Steering Committee rules for the management of the funds received from the Joint Undertaking in accordance with Article 7 and

- xiii. generally supporting the ITD Coordinator particularly in preparing for meetings with the Joint Undertaking and delivery and exchange of Project related data and deliverables.
- xiv. alerting the WPMT in case of delay in the performance of the Project or in case of default of any Party under said Work Package;
- xv. coordinating on a day-to-day basis the progress of the technical work under the SGO ITD;
- xvi. reviewing deliverables at each agreed step under the Consortium Plan IB for the SGO ITD and advising the ITD Coordinator of any delay in delivery that can not be remedied or any major discrepancy.

Each of the eight (8) PMC appointed persons will have one vote at PMC meetings. The PMC shall make its decisions by simple majority of the votes.

The PMC shall not deliberate and decide validly unless all PMC representatives concerned with the topics to be decided are present or represented.

The Parties agree to abide by all decisions of the PMC.

The ITD Co-Leader shall draft the minutes of each meeting to formalize in writing all decisions taken and shall dispatch them to all the Parties within fifteen (15) calendar days of a meeting date.

The minutes shall be considered as accepted if no member of the PMC nor any other Party has objected in writing to the ITD Co-Leader, provided that any objection shall only be validly made in the following events:

- if made by a representative of the PMC on the grounds that such objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all representatives of the PMC and provided that the objection is made within fifteen (15) calendar days of receipt of the minutes.
- if made by a Party that is not a representative of the PMC on the grounds that such Party's activity, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published, provided that the objection is made within fifteen (15) calendar days of receipt of the minutes.

6.2.3 Work Package Management Team

The management of Work Packages, tasks and subtasks within each Work Package will be organised and managed through a Work Package management team in a flexible manner by the involved Parties according to the work breakdown structure of the Consortium Plan IA and IB, taking in account technical participation and leadership responsibilities at each level.

The Work Package Management Team shall consist of:

- the Level 1 Work Package leader, which will be the chairman of its WPMT; and
- one representative of each Level 2 Work Package participating to such Level 1 Work Package; and
- some Partners (upon invitation by the chairman of the WPMT)

The WPMT chairman shall give each of the members of the WPMT at least ten (10) calendar days notice in writing of such meetings along with an agenda.

Should a member of a WPMT suggests adding a discussion/decision to the proposed agenda, it shall do so in writing to all other members of this WPMT at least five (5) calendar days prior to the meeting date.

The Work Package Leader shall lead the tasks which are part of its Work Package and shall be in charge of managing the Work Packages with the support of the other Parties participating to such Work Package.

The Work Package Management Team shall be in charge of managing the Work Packages and in particular be responsible for the following:

- a) Advising the Project Management Committee on the allocation of the Work Package tasks in accordance with the Work Package Budget allocation approved including the Consortium Plan and reviewing and proposing to the concerned Parties budget transfers within the limits of the Work Package Budget
- b) Making proposals to the Project Management Committee for the entering into the Grant Agreement and the Consortium Agreement of new Parties for participation in the Project;
- c) Alerting the Project Management Committee and the ITD Coordinator in case of delay in the performance of the Work Package or in case of default of any Party under said Work Package;
- d) Analysing and documenting default of a Party under the Work Package and prepare proposal and action plan to the Project Management Committee for this latter's decision;

The WPMT chairman shall draft the minutes of the WPMT meeting to formalize in writing all decisions taken unanimously and shall dispatch them to all Parties involved in this WPMT within fifteen (15) calendar days of a meeting.

All the minutes (including those drafted without meeting as above mentioned) shall be considered as accepted by the Parties participating to this WPMT if, within fifteen (15) calendar days from receipt thereof, no Party has objected in writing to the WPMT chairman, considering that objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all Parties.

6.2.4. VETO RIGHTS

A Party whose own work, time for performance, costs, liabilities, intellectual property rights or other Legitimate Interests would be severely affected by a decision of the PMC or of a WPMT may exercise a veto with respect to the corresponding decision or relevant part of the decision in which case the decision shall be treated as of no effect in relation to such Party.

When the decision is foreseen on the original agenda, a member may only veto the decision during the meeting it attends.

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 minutes of the meeting are sent.

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 its members.

A member 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.

A member requesting to leave the Consortium or a Work Package may not veto decisions relating thereto.

The ITD Coordinator and/or the ITD Co-Leader may veto any decision of the PMC or of one of the WPMT in case this decision would adversely and severely affect the results to be delivered by the Consortium or the resources needed to deliver these results.

6.2.5 Objection to decision

A Party which is not a member of the decision making Consortium Body and whose own work, time for performance, costs, liabilities, intellectual property rights or other Legitimate Interests would be severely affected by a decision of such Consortium Body shall have the right to object to such decision in which case the decision shall be treated as of no effect in relation to such Party.

The affected Party shall give notice of objection within fifteen (15) calendar days of receiving from the chairman of the relevant Consortium Body minutes of the meeting at which the decision was taken.

For the avoidance of doubt no such decision shall be binding on any Party until it has in fact received a copy of the relevant minutes and the fifteen (15)-day period for giving notice of objection has expired.

Where the chairman of a Consortium Body believes that a proposed decision may be objected to by a Party under the provisions of this Article 6.2.5 he shall if possible notify the relevant Party of the proposed decision in advance of the meeting at which it is to be discussed and give the Party an opportunity to make representations to the Consortium Body.

6.2.6 Escalation

In the event of a veto under article 6.2.4 or an objection under article 6.2.5 any member of the Consortium Body whose decision is affected or the objecting Party may within fifteen (15) days of the notice of veto or objection require the matter to be referred to a superior decision-making body as follows:

- a) In the case of a decision by a WPMT at level N, to the level N+1 WPMT or as the case may be the ITD PMC;
- b) in the case of a decision of the PMC, to the ITD Steering Committee
- c) in the case of a decision of the ITD Steering Committee to the Governing Board of the JU.

Article 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Joint Undertaking to the Members shall be distributed subject to:

- the Consortium Budget as included in the Consortium Plan IB,
- the approval of reports by the Joint Undertaking, and
- the provisions of payment in Article 7.3.

A Member shall be funded only for its tasks carried out in accordance with the Consortium Plan IB and will be paid in accordance with the relevant Grant Agreement.

The Partners shall obtain payment of the financial contribution of the Joint Undertaking to their activities in accordance with the provisions of the relevant Grant Agreements and the Coordinator shall have no responsibility therefor.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs and other financial information required to be submitted to the Joint Undertaking. Neither the ITD Coordinator, the ITD Co-Leader nor any of the other Parties shall be in any way liable or responsible for any such justification of costs, expenses or a Party's expenditure provided by the Coordinator to the Joint Undertaking.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the Consortium Budget will be funded in accordance with its 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 and will not be funded by any amount in excess of its allocated share unless agreed otherwise by the ITD Steering Committee.

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

A Party withdrawing from the Consortium pursuant to the terms of Article 3.4 or whose participation in the Consortium is terminated shall refund all advances paid to it except the amount of expended eligible costs accepted by the Joint Undertaking and shall, where such terminated Party is a Defaulting Party, within the limits specified in Article 5.3 of this Consortium Agreement, bear any additional costs justifiably required by the other Parties in order to allow such Parties to perform their tasks.

7.2 Budgeting

All resources made available for the Consortium shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties and shall be budgeted.

7.3 Payments of the JU financial contribution

Payments to Partners will be made directly by the Joint Undertaking.

Payments to Members is the exclusive task of the ITD Coordinator.

In particular, the ITD Coordinator shall:

- i. Notify the Member of the JU concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
- ii. Perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts,
- iii. Undertake to keep the JU financial contribution to the Consortium separate from its normal business accounts, its own assets and property.

All payments shall be made without undue delay after receipt by the ITD Coordinator of funds from the Joint Undertaking in accordance with the accepted decisions of the Joint Undertaking on the Consortium Budget, which includes the payment schedule.

Payments to Members will be handled according to the following two principles:

- pre-financing in respect of future work included in the Consortium Plan IB, which may be forwarded to Parties in separate instalments in conformity with the decisions of the Joint Undertaking.
- payments for past performance approved by the Joint Undertaking will be compared with the pre-financing given to a Party for such past performance; the difference due will be paid to the Party concerned.

Payments to Clusters will be made by the ITD Coordinator to each Cluster Coordinator for distribution within each Cluster. Such payment discharges the ITD Coordinator from its obligations on payments as regards any member of the Cluster

The ITD Coordinator is entitled to either withhold any payment due to a Defaulting Member or recover any sum already paid to a Defaulting Member.

Article 8: Intellectual Property, Use and Dissemination

Each of the Parties will comply with their respective obligations and will have the rights granted to them as set out in Articles II.26-II.33 of the Grant Agreement in respect of the Work Package they are involved in only and not otherwise.

8.A Background

All Background is and will remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background has derived) and except as otherwise provided for herein, no Party will be entitled to any right or license to any of the other Party's Background.

8.B Foreground

Except as otherwise provided for in this Consortium Agreement, the rights in Foreground shall belong exclusively to the Party generating such Foreground.

8.1 Joint ownership

As permitted in the Grant Agreement, in case of joint ownership of Foreground, each of the joint owners shall be entitled to use their jointly owned Foreground free of charge, and without requiring the prior consent of the other joint-owner(s) for their own direct use only.

As long as the co-ownership agreement is not yet concluded, each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-license, subject to the following condition:

- a) at least forty-five (45) days prior notice must be given to the other joint owner(s);
- b) fair and reasonable compensation must be provided to the other joint owner(s). For the avoidance of doubt, 'fair and reasonable' might mean free of charge.

8.2 Transfer of Foreground

Each Party may transfer ownership of its own Foreground in all or in part following the procedures of the relevant Grant Agreement Article II 27

It shall identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment 5 to this ITD Consortium Agreement.

The other Parties hereby waive their right to object to a transfer to listed third parties according to the relevant Grant Agreement Article II.27.3.

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 5 after signature of this ITD Consortium Agreement requires the unanimous approval of the ITD Steering Committee.

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 prior notice for the transfer as foreseen in the relevant Grant Agreement Art. II.27.2.

8.3 Dissemination

8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30 of the relevant Grant Agreements.

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 Party's Foreground, without the other Party's prior written 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 or Background. However, confidentiality and publication clauses have to be respected.

8.3.4 Use of names, logos or trademarks

Nothing in this ITD 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.

Article 9: Access Rights

9.1 Background covered

The Parties shall identify in the Attachment 1 the Background to which they shall grant Access Rights, and may update the Attachment 1 during the term of this Consortium Agreement.

The Parties agree that all background not listed in Attachment 1 shall be explicitly excluded from Access Rights.

However, A Party may decide to withdraw Background from Attachment 1 provided that:

such Party provides the other Parties with a prior written notice to that effect, and

in the event any of the withdrawn Background has been used by a Party, the owning Party will be obliged to continue to grant a license of such Background to such Party as if such withdrawn Background remained available for use under this Consortium Agreement.

The Parties agree that all Background not listed in Attachment 1 shall not thereafter be used or included in any Work Package and the owning Party will not be required to provide any Access Rights thereto.

The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party so requests and provide such additions as are needed. For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.2 General Principles

Each Party shall take appropriate measures to ensure that it can grant Access Rights and fulfil the obligations under the relevant Grant Agreement and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work share for the Consortium.

As provided in the relevant Grant Agreement Article II.32.3 the Parties shall specify promptly in Attachment 1 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 Consortium).

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

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 ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show with all due care and in good faith that the Access Rights are needed, notably if such requesting Party reasonably believes that without Access Rights on another Party's Background or Foreground, the performance of its own tasks for the Project or the Use of its own Foreground would be technically impossible or significantly delayed.

9.3 Access Rights for implementation

Access Rights to Foreground and Background needed by a Party for the performance of its own work under the SGO ITD shall be granted on a royalty-free basis.

9.4 Access Rights for Use

Access Rights to Foreground if needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

Use for third party research shall be subject to the prior written approval of the owner of the Foreground, such agreement will not be unreasonably withheld.

Access Rights to Background if needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

A request for Access Rights may be made up to two (2) years after the end of the SGO ITD.

9.5 Access Rights for Affiliated Entities

Notwithstanding Article II.34.3 of the Grant Agreements, Affiliate Entities shall enjoy Access Rights where the Party requiring Access Rights for its Affiliate Entity can show that it's Affiliate Entity:

holds the right to use the Foreground owned by the Party it is affiliated to; and

needs Access Rights in order to Use such Foreground; and

is established in a Member State or an Associated Country; and

is listed in Attachment 3 to this ITD Consortium Agreement.

Such Access Rights shall be granted on fair and reasonable conditions and upon written bilateral agreement with the owner of the Information. Affiliated Entities which obtain Access Rights shall fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement and under this Consortium Agreement as if such Affiliated Entities were Parties.

However a Party may refuse to grant Access Rights to another Party's Affiliated Entity which is listed in Attachment 3 if the Party asked to grant such Access Rights has, prior to the signature of the Consortium Agreement, raised objections stating that its Legitimate Interests would be affected by the addition of that Affiliated Entity to such list.

Notwithstanding provision in Article 6.2 the same shall apply for an Affiliated Entity which been added on the list in Attachment 3, where a Party voted against the inclusion of the Affiliated Entity in said list.

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.

In the event of any change of control of an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse unless agreed otherwise by the owning Party. Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

Any grant of Access Rights not covered by any relevant Grant Agreement or/and this ITD 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 ITD Steering Committee to terminate its participation in the Consortium.

9.7.2.1.2 Non-Defaulting Party

A Non-Defaulting Party leaving voluntarily (including a Partner leaving on the completion of the relevant Grant Agreement) shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Consortium shall continue to grant Access Rights pursuant to the relevant Grant Agreement and this Consortium Agreement as if it had remained a Party.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Article 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.

9.9 Ownership and use of materials or equipment

In the event a material or equipment is developed or manufactured in the SGO ITD by two or more Parties, such Parties shall enter into a separate agreement addressing the ownership and conditions of use, maintenance, deposit, etc... of such material or equipment.

The Parties will be granted a right to use free of charge such material or equipment for the implementation of the Clean Sky Programme in accordance with Annex I and the loan conditions in Attachment 6 to the Consortium Agreement.

Article 10: Non-disclosure of information

The Recipients hereby undertake, without prejudice to any commitment of non-disclosure under any relevant Grant Agreement, for a period of ten (10) years after the end of the work of the SGO ITD:

- i. Not to use or disclose Confidential Information of which it is the Recipient, otherwise than for the purpose for which it was disclosed;
- ii. Not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- iii. To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- iv. To return to the Disclosing Party on demand all Confidential Information which has been supplied to 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 keep a copy for archival purposes only and the Disclosing Party shall be informed accordingly.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, and sub-contractors and shall ensure that their employees, and sub-contractors remain so obliged, as far as legally possible, during and after the end of the work of the SGO ITD and/or after the termination of employment or the relevant contract of engagement.

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

- i. The Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- ii. The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- iii. The Confidential Information is or has been 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;
- iv. The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

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

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

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

The confidentiality obligations under this Consortium Agreement and the relevant Grant Agreements shall not prevent the communication of Confidential Information to the Joint Undertaking subject to the Joint Undertaking complying with obligations of confidentiality in relation to such information no less robust than as set out in this clause.

Article 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This ITD Consortium Agreement consists of this body text and:

Attachment 1: (Background included)

Attachment 2: (Accession document)

Attachment 3: (Listed Affiliated Entities)

Attachment 4: Reserved

Attachment 5: (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

Attachment 6: (Agreement for the loan of material/equipment)

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

Should any provision of this ITD Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this ITD 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 ITD 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 ITD Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the ITD Coordinator and the ITD Co-Leader.

Notices required to be sent that are legal notices shall be addressed to a Party's Company Secretary (or equivalent officer) at the registered address of the Party or the address of the principal company headquarters.

Formal notices:

If it is required in this ITD Consortium Agreement (Article. 9.7.2.1.1 and 11) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other non-legal communications between the Parties may also be made by other means such as e-mail with acknowledgement of receipt (e.g. minutes).

Any change of persons or contact details shall be notified immediately by the concerned Party to the ITD Coordinator and the ITD Co-Leader. The address list shall be accessible to all concerned. The change of the contact persons list does not require the signature of an amendment of the ITD Consortium Agreement by all Parties hereto.

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this ITD Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

In case of an amendment to the Grant Agreement approved or requested by the JU, such amendment shall be submitted to the approval of the ITD Steering Committee. If the amendment is approved by the Steering Committee, the amendment shall apply, as of right, to the Parties and without written amendment to the Consortium Agreement.

All other modifications to this Consortium Agreement require an amendment duly signed by all Parties unless otherwise agreed by the Steering Committee.

11.5 Mandatory national law

The Parties recognize that at the time of signature of this ITD Consortium Agreement, nothing in this ITD Consortium Agreement requires a Party to breach any mandatory national 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 discuss about the consequences thereof.

11.6 Language

This ITD 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 ITD Consortium Agreement shall be construed in accordance with and governed by the laws of the Kingdom of Belgium.

11.8 Settlement of disputes

Any Party shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the International Chamber of Commerce in accordance with its Rules for a Pre-Arbitral Referee Procedure.

All disputes arising out of or in connection with the present ITD Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration."

The place of arbitration shall be Brussels, Belgium.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to enforce an arbitration award in any applicable competent court of law.

11.9 Force Majeure

No Party shall be considered to be in breach of this ITD 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 SGO ITD are not overcome within six (6) weeks after such notification, the transfer of tasks, if any, shall be decided by the competent Consortium Bodies.

11.10 Benefit

This ITD Consortium Agreement will be binding on and inure to the benefit of the Parties and their respective successors, permitted assignees and permitted transferees.

11.11 Waiver

The rights of each Party under this ITD Consortium Agreement may be exercised as often as needed, and may be waived only in writing and specifically. Not exercising or delay in exercising any right is not a waiver of that right.

11.12 Counterparts

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures were on the same original of the agreement.

Article 12: Signatures

IN WITNESS WHEREOF, the Parties have executed this Consortium Agreement in thirty-four (34) original copies

Authorized to sign on behalf of: **THALES AVIONICS SA**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **THALES AVIONICS ELECTRICAL SYSTEMS S.A**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **THALES SYSTEMES AEROPORTES S.A**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **LIEBHERR AEROSPACE LINDENBERG GmbH**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **LIEBHERR-AEROSPACE TOULOUSE SAS**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **LIEBHERR-ELEKTRONIK GmbH**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **AIRBUS SAS**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **AIRBUS FRANCE SAS**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **AIRBUS DEUTSCHLAND GmbH**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **AIRBUS UK**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **ALENIA AERONAUTICA S.p.A**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **DIEHL AEROSPACE GmbH**

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **DEUTSCHES ZENTRUM FÜR LUFT- UND RAUMFAHRT
e.V**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **EADS DEUTSCHLAND GmbH**

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG
DER ANGEWANDTEN FORSCHUNG e.V**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **GALILEO AVIONICA S.p.A**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **AERONAMIC BV** (member of the Cluster GSAF)

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **STICHTING NATIONAAL LUCHT- EN**
RUIMTEVAARTLABORATORIUM (member of the Cluster
GSAF)

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **TECHNISCHE UNIVERSITEIT DELFT** (member of the Cluster GSAF)

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **UNIVERSITY OF MALTA** (member of the Cluster GSAF)

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **CRANFIELD UNIVERSITY** (member of the Cluster GSAF)

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **ROLLS-ROYCE plc**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **SAAB AB (Publ),**

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **AIRCELLE**

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **HISPANO-SUIZA**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **LABINAL**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **MESSIER-BUGATTI**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **MESSIER-DOWTY SA**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **TECHSPACE AERO**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **TECHNOFAN**

By (signature):

Name (block letters):

Title:

Date:

Authorized to sign on behalf of: **THE UNIVERSITY OF NOTTINGHAM**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **ZODIAC - INTERTECHNIQUE**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **ZODIAC ECE**

By (signature):

Name (block letters):

Title:

Date:

ITD Consortium Agreement

Authorized to sign on behalf of: **ZODIAC AERAZUR**

By (signature):

Name (block letters):

Title:

Date:

