



HadronPhysics2

Consortium Agreement

CONSORTIUM AGREEMENT

BY AND BETWEEN

ISTITUTO NAZIONALE DI FISICA NUCLEARE, established in Via Enrico Fermi 40, FRASCATI, 00044, Italy represented by Roberto Petronzio, President or his authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

hereinafter referred to with the short name **INFN**,

and

OESTERREICHISCHE AKADEMIE DER WISSENSCHAFTEN, established in DR. IGNAZ SEIPEL-PLATZ 2, WIEN, 1010, Austria represented by Herwig Friesinger, Secretary General or his authorised representative ("*beneficiary no. 2*"),

hereinafter referred to with the short name **OeAW**,

and

UNIVERSITAET GRAZ, established in UNIVERSITAETSPLATZ 3, GRAZ, 8010, Austria represented by Irmtraud Fischer, ce Rector for Research and Continuing Education or her authorised representative ("*beneficiary no. 3*"),

hereinafter referred to with the short name **UNIGRAZ**,

and

UNIVERZITA KARLOVA V PRAZE AS*, established in OVOCNYTRH 5, PRAHA 1, 11636, Czech Republic represented by Zdenek Nemecek, The Dean or his authorised representative ("*beneficiary no. 4*"),

hereinafter referred to with the short name **CUNI**,

and

TECHNICKA UNIVERZITA V LIBERCI, established in Studentska 1402/2, LIBEREC 1, 46117, Czech Republic represented by Vojtech Konopa, Rector and/or Oldrich Jirsak, Vice-rector or their authorised representative ("*beneficiary no. 5*"),

hereinafter referred to with the short name **TUL**,

and

STIFTUNG DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY, established in NOTKESTRASSE 85, HAMBURG, 22607, Germany represented by Rolf Dieter Heuer, Scientific Director and/or Christian Scherf, Administrative Director or their authorised representative ("*beneficiary no. 6*"),

hereinafter referred to with the short name **DESY**,

and

FORSCHUNGSZENTRUM JUELICH GMBH, established in Leo-Brandt-Strasse, JUELICH, 52425, Germany represented by Achim Bachem, Member of the Board and/or Wolfgang Jaek, Head of Technology transfer Dept. or their authorised representative ("*beneficiary no. 7*"),

hereinafter referred to with the short name **FZJ**,

and

FORSCHUNGSZENTRUM DRESDEN-ROSSENDORF EV, established in BAUTZNER LANDSTRASSE 128, DRESDEN, 01328, Germany represented by Roland Sauerbrey, Scientific Director and/or Peter Joehnk, Administrative Director or their authorised representative ("*beneficiary no. 8*"),

hereinafter referred to with the short name **FZD**,

and

GESELLSCHAFT FUER SCHWERIONENFORSCHUNG, established in PLANCKSTRASSE 1, DARMSTADT, 64291, Germany represented by Horst Stöcker, Scientific Director and/or Johannes Heilmann, Head of Finance and Controlling Department or their authorised representative ("*beneficiary no. 9*"),

hereinafter referred to with the short name **GSI**,

and

TECHNISCHE UNIVERSITAET MUENCHEN, established in Arcisstrasse 21, MUENCHEN, 80333, Germany represented by Ulrike Ronchetti, Legal representative and/or Michaela Haering, Legal representative or their authorised representative ("*beneficiary no. 10*"),

hereinafter referred to with the short name **TUM**,

and

UNIVERSITAET AUGSBURG, established in UNIVERSITAETSSTRASSE 2 2, AUGSBURG, 86159, Germany represented by Alois Zimmermann, Kanzler and/or Ulrich Hans Bachmayr, Ständiger Vertreter des Kanzlers or their authorised representative ("*beneficiary no. 11*"),

hereinafter referred to with the short name **UA**,

and

UNIVERSITAET BIELEFELD, established in UNIVERSITAETSSTRASSE 25, BIELEFELD, 33615, Germany represented by Iris Litty, EU-Project Manager and/or Ulrike Garus, Administrative Manager or their authorised representative ("*beneficiary no. 12*"),

hereinafter referred to with the short name **UNIBI**,

and

RUHR-UNIVERSITAET BOCHUM, established in Universitaetstrasse 150 , BOCHUM, 44780, Germany represented by Gerhard Moeller, Head of Administration and/or Enno Kruse, Head of Department "Budget, Procurement, Cash" or their authorised representative ("*beneficiary no. 13*"),

hereinafter referred to with the short name **RUB**,

and

RHEINISCHE FRIEDRICH-WILHELMS-UNIVERSITAET BONN, established in Regina Pacis Weg 3, BONN, 53113, Germany represented by Reinhardt Lutz, Chancellor and/or Franz Josef Jacobs, Financial Director or their authorised representative ("*beneficiary no. 14*"),

hereinafter referred to with the short name **UBO**,

and

FRIEDRICH-ALEXANDER UNIVERSITAET ERLANGEN-NUERNBERG, established in Schlossplatz 4, ERLANGEN, 91054, Germany represented by Ulrich Winderl, Head of EU-Division and/or Axel Klon, Head of Research Support Office or their authorised representative ("*beneficiary no. 15*"),

hereinafter referred to with the short name **FAU**,

and

JOHANN WOLFGANG GOETHE UNIVERSITAET FRANKFURT AM MAIN, established in Senckenberganlage 31, FRANKFURT AM MAIN, 60054, Germany represented by Christoph Denecke, Research and European Support Officer or his authorised representative ("*beneficiary no. 16*"),

hereinafter referred to with the short name **GUF**,

and

ALBERT-LUDWIGS-UNIVERSITAET FREIBURG, established in FAHNENBERGPLATZ, FREIBURG, 79085, Germany represented by Klaus-Dieter Düformantel, Head of EU-Office and/or Simone Schwer, Head of Finance Department or their authorised representative ("*beneficiary no. 17*"),

hereinafter referred to with the short name **ALU-FR**,

and

JUSTUS-LIEBIG-UNIVERSITAET GIESSEN, established in Ludwigstrasse 23, GIESSEN, 35390, Germany represented by Stefan Hormuth, President and/or Michael Breitbach, Chancellor or their authorised representative ("*beneficiary no. 18*"),

hereinafter referred to with the short name **JLU**,

and

RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG., established in Seminarstrasse 2, HEIDELBERG, 69117, Germany represented by Marina Frost, Registrar and/or Norbert Huber, EU Research Officer or their authorised representative ("*beneficiary no. 19*"),

hereinafter referred to with the short name **UHEI**,

and

JOHANNES GUTENBERG UNIVERSITAET MAINZ, established in Saarstrasse 21, MAINZ, 55128, Germany represented by Harald Knobloch, Head of Department and/or Georg Krausch, President or their authorised representative ("*beneficiary no. 20*"),

hereinafter referred to with the short name **UMainz**,

and

WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER, established in SCHLOSSPLATZ 2, MUENSTER, 48149, Germany represented by Katharina Steinberg, Head of Unit and/or Karl-Heinz Sandknop, Head of Unit or their authorised representative ("*beneficiary no. 21*"),

hereinafter referred to with the short name **WWU**,

and

UNIVERSITAET REGENSBURG, established in UNIVERSITAETSSTRASSE 31, REGENSBURG, 93055, Germany represented by Christian Blomeyer, Head of Administration or his authorised representative ("*beneficiary no. 22*"),

hereinafter referred to with the short name **UREG**,

and

BERGISCHE UNIVERSITAET WUPPERTAL, established in GAUSS-STRASSE 20, WUPPERTAL, 42119, Germany represented by Hans Joachim Von Buchka, Head of Administration and/or Georg Rümker, Head of Department 2 or their authorised representative ("*beneficiary no. 23*"),

hereinafter referred to with the short name **BUW**,

and

UNIVERSITAT DE BARCELONA, established in Gran Via de les Corts Catalanes 585, BARCELONA, 08007, Spain represented by Marçal Pastor, Vice-Rector of Research and/or Mar Campins, Vice-Rector of International Policy and Mobility or their authorised representative ("*beneficiary no. 24*"),

hereinafter referred to with the short name **UB**,

and

UNIVERSIDADE DE SANTIAGO DE COMPOSTELA, established in PAZO DE SAN XEROME, PRAZA DO OBRADOIRO S/N, SANTIAGO DE COMPOSTELA, 15782, Spain represented by Senen Barro Ameneiro, Rector or his authorised representative ("*beneficiary no. 25*"),

hereinafter referred to with the short name **USC**,

and

UNIVERSITAT DE VALENCIA, established in AVENIDA BLASCO IBANEZ 13, VALENCIA, 46010, Spain represented by Francisco Tomás, Rector and/or Esteban Morcillo, Vicerector for Research and Scientific Policy or their authorised representative ("*beneficiary no. 26*"),

hereinafter referred to with the short name **UVEG**,

and

HELSINGIN YLIOPISTO, established in YLIOPISTONKATU 4, HELSINGIN YLIOPISTO, 00014, Finland represented by Johanna Björkroth, Vice Rector and/or Hannele Niemi, Vice Rector or their authorised representative ("*beneficiary no. 27*"),

hereinafter referred to with the short name **UH**,

and

COMMISSARIAT ENERGIE ATOMIQUE CEA, established in RUE LEBLANC 25, PARIS 15, 75015, France represented by Yves Caristan , Director of DSM and/or Jean-Paul Duraud, Deputy- Director of DSM or their authorised representative ("*beneficiary no. 28*"),

hereinafter referred to with the short name **CEA**,

and

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS), established in Rue Michel -Ange 3, PARIS, 75794, France represented by Michel SPIRO, Director of IN2P3 or his authorised representative ("*beneficiary no. 29*"),

hereinafter referred to with the short name **CNRS**,

and

FIBERCRYST, established in LA DOUA, BATIMENT L'ATRIUM, BOULEVARD LATARJET, VILLEURBANNE, 69616, France represented by Jean-Marie Fourmigue, C.E.O. or his authorised representative ("*beneficiary no. 30*"),

hereinafter referred to with the short name **FIBERCRYST**,

and

INSTITUT RUDER BOSKOVIC, established in Bijenicka cesta 54, ZAGREB, 10000, Croatia represented by Mladen Zinic, Director General and/or Jaroslav Horvat, Assistant Director General or their authorised representative ("*beneficiary no. 31*"),

hereinafter referred to with the short name **RBI**,

and

MTA KFKI RESZECSKE-ES MAGFIZIKAI KUTATOINTEZET, established in KONKOLY THEGE MIKLOS UTCA 29-33, BUDAPEST, 1121, Hungary represented by Zoltan Szokefalvi-Nagy, Director and/or Ilona Deme, Deputy Financial Director or their authorised representative ("*beneficiary no. 32*"),

hereinafter referred to with the short name **KFKI RMKI**

and

FONDAZIONE BRUNO KESSLER, established in Via S. Croce 77, TRENTO, 38100, Italy represented by Andrea Zanotti, President and/or Diego Mosna , Vice-president FBK or their authorised representative ("*beneficiary no. 33*"),

hereinafter referred to with the short name **FBK**,

and

RIJKSUNIVERSITEIT GRONINGEN, established in Broerstraat 5, GRONINGEN, 9712CP, Netherlands represented by Sibrand Poppema, Chairman of the Executive Board (College van Bestuur) or his authorised representative ("*beneficiary no. 34*"),

hereinafter referred to with the short name **RuG**,

and

VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ONDERZOEK EN PATIENTENZORG, established in De Boelelaan 1105, AMSTERDAM, 1081 HV, Netherlands represented by Dirkje Schinkelshoek, Managing director Faculty of Sciences or her authorised representative ("*beneficiary no. 35*"),

hereinafter referred to with the short name **VU**,

and

UNIVERSITETET I BERGEN, established in Museplassen 1, BERGEN, 5007, Norway represented by Kristen Haugland, Research Director and/or Inger Gjesdahl, Deputy Director or their authorised representative ("*beneficiary no. 36*"),

hereinafter referred to with the short name **UiB**,

and

UNIwersytet Jagiellonski, established in Ul. Golebia 24, KRAKOW, 31007, Poland represented by Szczepan Bilinski, Vice-Rector for Research or his authorised representative ("*beneficiary no. 37*"),

hereinafter referred to with the short name **UJ**,

and

INSTYTUCIE PROBLEMOW JADROWYCH IM.ANDRZEJA SOLTANA – ANDRZEJ SOLTAN INSTITUTE FOR NUCLEAR STUDIES, established in IPJ, SWIERK/OTWOCK, 05400, Poland represented by Grzegorz Wrochna, Director-General and/or Jadwiga Trzaskowska, Head of Finance Department or their authorised representative ("*beneficiary no. 38*"),

hereinafter referred to with the short name **SINS**,

and

UNIwersytet Warszawski, established in Krakowskie Przedmiescie 26/28, WARSAW, 00927, Poland represented by Katarzyna Chalasinska-Macukow, Rector and/or Włodzimierz Lengauer, Vice-Rector or their authorised representative ("*beneficiary no. 39*"),

hereinafter referred to with the short name **UW**,

and

INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI" (IFIN-HH), established in Atomistilor Street 407 407, MAGURELE, RO 077125, Romania represented by Nicolae Victor Zamfir, Director General and/or Alexandru Popescu, Finance Director or their authorised representative ("*beneficiary no. 40*"),

hereinafter referred to with the short name **IFIN-HH**,

and

STOCKHOLMS UNIVERSITET, established in Universitetsvaegen 10, STOCKHOLM, 10691, Sweden represented by Pia Bjerén Fürstenbach , Director and/or Leif Lindfors , University Director or their authorised representative ("*beneficiary no. 41*"),

hereinafter referred to with the short name **SU**,

and

UPPSALA UNIVERSITET, established in St Olofsgatan 10B, UPPSALA, 75105, Sweden represented by Ann Fust, University Director and/or Claes-Ingvar Lagerkvist, Head of department or their authorised representative ("*beneficiary no. 42*"),

hereinafter referred to with the short name **UU**,

and

THE UNIVERSITY OF EDINBURGH, established in OLD COLLEGE, SOUTH BRIDGE, EDINBURGH, EH8 9YL, United Kingdom represented by Derek Waddell, Director of Research and Commercialisation and/or Fiona Campbell, Deputy Head, Legal or their authorised representative ("*beneficiary no. 43*"),

hereinafter referred to with the short name **UEDIN**,

and

UNIVERSITY OF GLASGOW, established in University Avenue, GLASGOW, G12 8QQ, United Kingdom represented by Joe Galloway, Contracts Manager and/or Ross Cowan, Contracts Manager or their authorised representative ("*beneficiary no. 44*"),

hereinafter referred to with the short name **UGlasgow**,

and

THE UNIVERSITY OF LIVERPOOL, established in Brownlow Hill, Foundation Building 765, LIVERPOOL, L69 7ZX, United Kingdom represented by COLIN COOPER, Assistant Director of Research and/or Tony Wade, Deputy Director of Finance or their authorised representative ("*beneficiary no. 45*"),

hereinafter referred to with the short name **ULiverpool**,

and

SWANSEA UNIVERSITY, established in SINGLETON PARK, SWANSEA, SA2 8PP, United Kingdom represented by Philip Gough, Director of Finance and/or Patricia Price, Senior Assistant Director or their authorised representative ("*beneficiary no. 46*"),

hereinafter referred to with the short name **Swansea**,

hereinafter referred to individually or collectively as the “Beneficiary” or the “Beneficiaries”.

Preamble

WHEREAS, in consideration of

Decision No 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013), OJ L412 of 30/12/2006,

and

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), OJ L391 of 30/12/2006,

the Beneficiaries submitted, on 29 February 2008, a proposal for indirect RTD actions under the specific programme “Capacities”-Research Infrastructures, Call Identifier: INFRA-2008-1.1.1: Bottom-up approach: Integrating Activities in all scientific and technological fields, using the instrument of combination of Collaborative Projects and Coordination and Support Actions (CP/CSA).

WHEREAS the Community has decided to grant a financial contribution for the implementation of the **project** as specified in Annex I, called “**Study of strongly interacting matter**” (acronym “**HadronPhysics2**”) within the framework of the SP4-Capacities and under the conditions laid down in the Grant Agreement n. 227431.

WHEREAS the Beneficiaries wish to **specify or supplement, between themselves, the provisions of the Grant Agreement**, with respect to the carrying out thereof.

The Beneficiaries are willing to co-operate to provide a wider and more efficient access to existing research infrastructures, by structuring better and integrating, on a European scale, the way they operate; and to foster their joint development in terms of capacity and performance.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Preliminary Article

This Consortium Agreement is subject to the condition of the entry into force of the Grant Agreement, in accordance with Article 11.

Consequently:

- in the event of signature of the Grant Agreement, it will be appended to this Consortium Agreement, forming an integral part of it;
- in the event of non signature of the Grant Agreement, this Consortium Agreement shall automatically become null and void in its entirety;
- in the event that the Grant Agreement is not signed by a Beneficiary, this Consortium Agreement shall automatically become null and void in its entirety vis-à-vis this Beneficiary.

ARTICLE 1 - Definitions

1.1. General Definitions

The words bearing a capital letter in this Consortium Agreement shall have the same meaning as that defined in Article 2 of Regulation (EC) No 1906/2006 of the European Parliament and of the Council of 18 December 2006 and the same definition and meaning as that contained in the Grant Agreement with the European Commission, including its Annex II, General conditions and Annex III, Specific provisions for transnational access activities, unless otherwise defined herein.

1.2. Additional Definitions

“Activity leader” means, within each work package, the local person in charge/contact person of each participating organization.

“Activity spokesperson” means the person in charge for scientific and technical aspects of one of the 28 work packages of the project.

“Budget” means the resources and the estimated eligible costs of the Beneficiaries as defined in the “Description of Work” and in the “Additional Financial Information to the Description of Work”, attached as **Appendix 2** to this Consortium Agreement.

"Commission" or "EC" means the Commission of the European Communities.

“Consortium” means the ensemble formed by the Beneficiaries.

"EC Grant Agreement" means the Grant Agreement between the Commission and the Beneficiaries regarding the Project, attached as **Appendix 1** to this Consortium Agreement.

“Objectives” means the objectives and expected outcome of the Project.

"Project" means the Integrating Activity titled “Study of Strongly Interacting Matter” (acronym HadronPhysics2) as specified in Annex I of the Grant Agreement n. 227431.

“Project Coordinator” means the authorized representative of the Coordinator.

“Project Reports” means the documents, periodic reports and the final report to be delivered to the Commission.

“Project Share” means the *overall budget breakdown for the project among the Beneficiaries*, as shown in the Annex I of the Grant Agreement and in the Additional Financial Information to Annex I, attached as **Appendix 2** to this Consortium Agreement.

“Simple majority” shall designate a majority of votes which, without reaching the 50% + 1 of the total votes, is higher than anyone else.

“Weight of the votes” is the number of votes assigned to each of the Beneficiaries in the voting rules of the Governing Board, attached as **Appendix 3** to this Consortium Agreement.

“Work package” is a major subdivision of the proposed project, with a verified end point, normally a deliverable or a milestone. In the HadronPhysics2 project, work packages are the 28 activities described in the “Description of Work”, Annex I of the Grant Agreement, attached as **Appendix 2** to this Consortium Agreement.

ARTICLE 2 - Purpose

The purpose of this Consortium Agreement is to specify the organisation of the work between the Beneficiaries, to organise the management of the Project, to define the respective rights and obligations of the Beneficiaries, supplementing but not conflicting with the provisions of the Grant Agreement.

ARTICLE 3 - Scope of the Project

The scope and the schedule of the Project is set out in the “Description of Work”, Annex I to the Grant Agreement, for the three types of activities:

- Networking Activities;
- Transnational Access Activities;
- Joint Research Activities;

The Project shall be carried out by the Beneficiaries in accordance with the “Description of Work”.

ARTICLE 4 - Governance of the Project

4.1 - The Coordinator

The Coordinator is the scientific and administrative representative of the Project *vis à vis* the Commission.

The Coordinator is, on behalf of the Beneficiaries, responsible for carrying out the specific co-ordination tasks laid down in the Grant Agreement with the Commission, covering all scientific, technical, organizational and financial aspects.

The Project Coordinator is the authorized representative of the Coordinator.

The Beneficiaries have appointed INFN as Coordinator of the HadronPhysics2 Project. INFN has appointed Carlo Guaraldo as Project Coordinator.

In line with the Grant Agreement, Annex II – General conditions, the Coordinator shall:

- ensure the signature of the Form A – Access to the Grant Agreement by all Beneficiaries;
- be the intermediary between the Beneficiaries and the Commission and forward to the Commission, or to the Beneficiaries as the case may be, all requested information and documents related to the Project;
- administer the *Community financial contribution* regarding its allocation between *Beneficiaries* and activities, in accordance with this *Grant Agreement* and the decisions taken by the *Consortium*. The *Coordinator* shall ensure that all the appropriate payments are made to the other *Beneficiaries* without unjustified delay;
- submit periodic reports to the Commission for each reporting period which shall comprise an overview of the progress of work towards the objectives of the project and a financial statement for each beneficiary containing a justification of the resources deployed, together with a summary financial report in an aggregated form. A final report to the Commission will be submitted after the end of the project;
- collect the audit certificates from the Beneficiaries to be sent to the Commission together with the periodic reports.

The Coordinator is hereby authorized to carry on the project taking all the necessary provisions, in view of the good of the project. This authorization will be reviewed periodically by the HadronPhysics2 Governing Board which is called upon to ratify such managerial decisions.

The Project Coordinator shall be assisted by a **Management Team** composed of:

- a personal assistant,

- a financial assistant,
- a webmaster.

The Management Team shall assist the Project Coordinator in administrative, legal, financial and scientific matters regarding the management of the Project.

Except in the Coordinator's capacity as representative of the Beneficiaries as defined in the Article II.2 of the Grant Agreement, the Coordinator shall not be entitled to make legally binding declarations on behalf of any other Beneficiary.

4.2. – The HadronPhysics2 Governing Board (hereinafter “HP2GB”)

4.2.1. HP2GB Composition:

The HP2GB is composed of:

- One representative per Beneficiary: the person in charge of scientific and technical aspects of the project.
- 2 non voting members: the Project Coordinator and the Chairman of the Nuclear Physics European Collaboration Committee (NuPECC).

Membership in the HP2GB does not preclude being a member of other Project managerial bodies, including the HadronPhysics2 Management Board.

4.2.2. Chair of the HP2GB: elected Chair

At the first meeting of the HP2GB, one of its members shall be appointed Chair for a two-year period with the simple majority of the votes of the HP2GB members present or represented.

Experts may be invited by the HP2GB Chair to attend meetings of the HP2GB and act as advisors.

The Chair shall:

- Convene the HP2GB meetings;
- Set the agenda for the HP2GB meetings;
- Chair the HP2GB meetings.

4.2.3. HP2GB Role:

The HP2GB is the decision-making and arbitration body of the Consortium.

Within the framework of the “Description of Work”, the HP2GB is responsible for the following decisions:

- To appoint the HP2MB members with due consideration of representation of the three fields combined in the Project, hadron physics with leptonic, hadronic and relativistic heavy ions probes, as well as experiment and theory;
- Political and strategic orientation of the Project;
- Approval of significant modifications to the “Description of Work”, upon proposal by the HadronPhysics2 Management Board;
- Ratification of managerial decisions taken by the Coordinator in view of the good of the project;
- Approval of the financial distribution of the EC contribution among the various activities on the one hand side, and among the various Beneficiaries on the other;
- Approval of the periodic reports, including the financial statements for each Beneficiary and the summary financial report.
- Authorization, by unanimous vote, but excluding the Beneficiary concerned:
 - the inclusion of a new Beneficiary upon proposal of the HadronPhysics2 Management Board, pursuant to the terms set forth in Article 6.1 of the Consortium Agreement “Inclusion of a new Beneficiary”;
 - the withdrawal or exclusion of a Beneficiary, pursuant to the terms set forth in Article 6.2 “Withdrawal or exclusion of a Beneficiary”.

The HP2GB may request at any time from the Coordinator to provide a full review and a written report on any decision or action taken within the Consortium by any managerial body, of the project, for which it deems an explanation to be necessary.

The HP2GB may require from the Coordinator to appoint a new representative at any time.

4.2.4. HP2GB quorum requirements for validly meet

The HP2GB may validly meet if 1/2 of its members are present or represented and account for 2/3 of the votes. If the quorum of 1/2 of HP2GB members is not met, the HP2GB will be convened once again within no more than three (3) weeks from this date, and may validly deliberate even in the absence of the required quorum.

All members of the HP2GB may grant in writing the power of attorney to another HP2GB member to represent them as their proxies, with a limit of one (1) proxy per member.

4.2.5. HP2GB voting rules for decision taking

Each HP2GB member shall have the number of votes specified in the **Appendix 3**.

The distribution of votes shall be reconsidered by the HP2GB in the event of substantial changes in the numbers of Beneficiaries or their contribution to the Project.

Beyond the cases set forth above that explicitly require a unanimous vote by HP2GB, decisions shall be taken upon a majority of $\frac{3}{4}$ of the votes of the HP2GB members present or represented.

4.2.6. HP2GB Meetings:

The HP2GB Chair shall convene the HP2GB as often as the interests of the Consortium so require, and at least once a year.

The HP2GB Chair shall also convene meetings:

- Upon request by at least 1/3 of its members,
- Upon request by the Project Coordinator.

The HP2GB Chair shall give each of the Beneficiaries at least 2 months written notice of the meetings.

Any decision requiring a vote at a HP2GB meeting must be identified as such on the announcement of that meeting.

Should a Beneficiary suggest adding a discussion point/resolution to the proposed agenda, it shall be given written notice thereof to all other Beneficiaries at least 15 calendar days prior to the meeting date.

4.1.7. HP2GB Minutes

The Chair of the HP2GB shall draft the minutes of the meeting and dispatch them to all Beneficiaries within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the Beneficiaries if, within fifteen (15) calendar days from receipt thereof, no Beneficiary present or represented at the said meeting has objected in writing to the Chair of the HP2GB.

4.3 – HadronPhysics2 Management Board (hereinafter “HP2MB”)

4.3.1 HP2MB Composition

The HP2MB is composed of the Project Coordinator and at least 6 members proposed by the Project Coordinator and appointed by the Governing Board.

4.3.2. Chair of the HP2MB: the Project Coordinator.

In his role as HP2MB Chair the Project Coordinator shall:

- Convene the HP2MB meetings;
- Set the agenda for the HP2MB meetings;
- Invite advisors, if deemed necessary;
- Chair the HP2MB meetings.

4.3.3. HP2MB Role:

The HP2MB is responsible for reviewing and ensuring the implementation of the Project in accordance with the decisions of the HP2GB.

More specifically, the HP2MB is responsible for the following tasks:

- To implement the scientific, political and strategic decisions of the HP2GB;
- To further the progress of all work packages;
- To monitor the budget of the various work packages;
- To foster the flow of information within the Project;
- To prepare and submit to the HP2GB all documents that require their approval such as any significant modification of the “Description of Work”, the project reports, the distribution of funding to the Beneficiaries.
- To prepare proposals to the HP2GB on measures to be taken against a defaulting Beneficiary which has committed “irregularities” in fulfilling the duties under the Grant Agreement or under a specific request of the Commission, like any breach of obligations resulting from an act or from an omission, or in the performance of the scientific tasks of the activities;
- To prepare proposals to the HP2GB on measures to be taken in case of default by the Coordinator in the performance of its tasks as Coordinator, and on the possible appointment of a new Coordinator;
- To approve subcontracting in accordance with provisions of Article 5.3 (vii);
- To recommend to the HP2GB terms and conditions of ownership or joint ownership of equipment, such as prototypes manufactured within the Project;
- To recommend to the HP2GB terms and conditions of Access Rights to Background for implementation of the project not listed prior to the signature of the Grant Agreement;
- To recommend to HP2GB terms and conditions of access to Foreground and Background by new Beneficiaries;

- To recommend to the HP2GB terms and conditions on the acquisition of rights from third parties;
- To ensure the review of Foreground and take measures in connection with their industrial protection, defence and use, in collaboration with the Dissemination Board.

4.3.4. HP2MB Meetings

The Project Coordinator shall convene the HP2MB as often as the interests of the Consortium so require and at least three (3) times a year.

The Project Coordinator shall also convene HP2MB meetings:

- Upon written request of any Activity Spokesperson in the event of a duly justified emergency situation,
- Upon written request of at least 1/3 of the members of the HP2MB.

Subject to the above, the Project Coordinator shall schedule the HP2MB meetings for a full year's period and shall send confirmation to each HP2MB member at least 21 calendar days prior to any meeting.

Should a member of the HP2MB suggest adding a resolution point to the proposed agenda, written notice thereof shall be given by such member to all other members of the HP2MB at least seven (7) calendar days prior to the meeting date.

The HP2MB takes decisions on an unanimous consent basis.

4.3.5. HP2MB Minutes

The Project Coordinator shall ensure drafting of the minutes of the meeting and dispatch them to all other HP2MB members within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the HP2MB members if, within fifteen (15) calendar days from receipt thereof, no member present or represented at the said meeting has objected in writing to the Project Coordinator.

4.4 – The HadronPhysics2 Collaboration Committee (hereinafter “HP2CC”)

4.4.1 HP2CC Composition

The HP2CC is composed of the Activities Spokespersons.

The Management Board shall attend the HP2CC meetings in an advisory function.

4.4.2. Chair of the HP2CC: elected Chair

At the first meeting of the HP2CC, one of its members shall be elected Chair for a two-year period with the simple majority of the votes of the members present or represented.

The HP2CC Chair shall:

- Convene the HP2CC meetings;
- Set the agenda for the HP2CC meetings;
- Invite the Management Board to attend the meetings in an advisory function;
- Chair the HP2CC meetings.

4.4.3. HP2CC tasks

The tasks of the HadronPhysics2 Collaboration Committee are:

- To review the progress of each activity;
- To promote the integration of the three types of activities;
- To advise the HP2MB on matters related to the scientific aspects of the Project.

4.4.4. HP2CC quorum requirements for validly meet

The HP2CC may validly meet if $2/3$ of its members are present or represented. In case this quorum is not met, the HP2CC will be convened once again within no more than fifteen (15) days from this date, and may validly deliberate even in the absence of the quorum.

Members of the HP2CC may grant the power of attorney to another member of the HP2CC.

4.4.5 HP2CC voting rules for decision taking

Each member of the HP2CC has one (1) vote and decisions shall be taken upon a simple majority of members present or represented.

4.4.6. HP2CC Meetings

The HP2CC Chair shall convene the HP2CC as often as the interests of the Consortium so require and at least twice a year.

The HP2CC Chair shall also convene meetings:

- Upon written request of any Activity Spokesperson in the event of a duly justified emergency situation;
- Upon written request of at least $1/3$ of the members of the HP2CC;

- Upon written request of the HP2MB.

Any decision requiring a vote at a HP2CC meeting shall be identified as such on the notice of that meeting.

Should a member of the HP2CC suggest adding a resolution point to the proposed agenda, it shall be given written notice thereof to all other members of the HP2CC at least seven (7) calendar days prior to the meeting date.

In case of written consultations, the letter of the HP2CC Chair is required to specify the deadline for the response imparted. Failure to respond within this deadline shall be deemed a non-vote for the application of the quorum and majority vote requirements.

4.4.7. HP2CC Minutes

The HP2CC Chair shall ensure drafting of the minutes of the meeting and dispatch them to the HP2CC and HP2MB members within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the HP2CC members if, within fifteen (15) calendar days from receipt thereof, no member present or represented at the said meeting has objected in writing to the HP2CC Chair.

4.5 – HadronPhysics2 Council (hereinafter “HP2C”)

4.5.1. HP2C Composition

The HP2C is composed of one representative per each Institution involved in the Project, as listed in Annex I of the Grant Agreement, Chapter B2.2 Beneficiaries.

4.5.2. Chair of the HP2C: elected Chair

At the first meeting of the HP2C, one of its members will be appointed for a two-year period with a simple majority of the votes of the HP2C members present or represented.

The Chair shall:

- Convene the HP2C meetings;
- Set the agenda for the HP2C meetings;
- Invite the HP2GB Chair, the Project Coordinator and the HP2CC Chair to attend the meetings;
- Chair the HP2C meetings.

4.5.3. HP2C Role:

The HP2C is a *consultative body on organizational and scientific aspects of the Project:*

- It may advise the HP2GB or HP2MB on strategic aspects of the Project;
- It may evaluate the “Description of Work” and the results obtained.
- It may evaluate the management of the Project;
- It may be consulted by the HP2GB as well as by the HP2MB on any scientific or organizational issue;
- It may put forward any proposal or provide any information it deems useful to the HP2GB or the HP2MB.

4.5.4. HP2C meetings

The HP2C Chair shall convene the HP2C as often as the interests of the Consortium so require and at least once a year.

4.6 – HadronPhysics2 Dissemination Board (hereinafter “HP2DB”)

4.6.1. Composition of the HP2DB

The HP2DB is composed of:

- The Chair of the HP2DB
- The Activities Spokespersons or their representatives.

The web master of the Management Team attends the HP2DB meetings with an advisory role.

4.6.2 Chair of the HP2DB

The HP2MB appoints the Chair of the Dissemination Board.

The Chair of the Dissemination Board shall schedule regular meetings of the HP2DB for any 6-month period and shall convene a meeting at the request of any member of the HP2DB.

The Chair of the HP2DB shall draft minutes of each meeting and shall dispatch them to the HP2DB members within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the HP2DB members if, within fifteen (15) calendar days from receipt thereof, none of them has objected in writing to the HP2DB Chair.

4.6.3 HP2DB Role

The HP2DB shall be responsible for the Dissemination of Foreground related to and coming from the Project and, more particularly, for:

- Ensuring the implementation and the updating of the web site of the project;
- Ensuring the availability and maintenance of information related to the project, including theses and postdoctoral opportunities in the project;
- Ensuring the distribution of publication papers, conference proceedings, reports and books;
- Promoting actively the information regarding conferences and workshops related to the objectives of the project;
- Collecting documents for reporting activities at a higher level (ECFA, ICFA, EPS, etc.);
- Monitoring the world-wide activities related to the work carried out in the Project;
- Assisting the HP2MB in the implementation of measures in connection with publications, the protection of Knowledge and their dissemination.

The HP2DB identifies Knowledge that could be subject to protection measures, use or dissemination by decision of the HP2GB, based on contemplated publications and activity reports.

The HP2DB shall submit a proposal to the HP2MB on the allocation of co-ownership shares over Knowledge obtained by several Beneficiaries for decision by the HP2GB.

The HP2DB shall submit an annual report to the HP2GB.

It shall validate communication actions carried out in the name of the Consortium and, in case of any problem, refer it to the HP2GB for arbitration.

4.6.4 HP2DB quorum to validly meet and voting rules for decision taking

The HP2DB may validly meet if 3/4 of its members are present or represented. In case the quorum is not met, the HP2DB will be convened once again within no more than two (2) weeks from this date, and may validly deliberate even in the absence of the quorum.

The HP2DB issues opinions and takes decisions upon a majority of 3/4 of the votes of its members present or represented.

ARTICLE 5 - Beneficiaries' obligations

5.1. The Beneficiaries agree to co-operate pursuant to the terms of this Consortium Agreement and to perform in due time all their obligations so that the Project is carried out in accordance with the terms and conditions of the Grant Agreement and this Consortium Agreement.

5.2. The Beneficiaries shall provide the Coordinator, via the Activity Spokespersons, with the deliverables, information and reports as they require in order to perform their duties under the Grant Agreement or as the Commission may request.

The Beneficiaries shall advise the Coordinator of any request from the Commission.

Each Beneficiary shall address to the Coordinator an audit certificate in accordance with the relevant article of the Grant Agreement no later than forty five (45) days after the expiry of each certification period.

5.3. Each Beneficiary undertakes:

- i. to promptly notify, to the HP2MB any delay in performance or any event that may impact the Project;
- ii. to inform the HP2MB of relevant communications it receives from third parties in relation to the Project;
- iii. to use all reasonable endeavors to ensure the accuracy of any information or materials it supplies to the other Beneficiaries or under the Grant Agreement and to promptly correct any error therein of which it is notified. However, the Beneficiary is under no further obligation or liability in respect of the same, and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy of fitness for the purpose of such information or materials, or the absence of any infringement of statutory monopoly or intellectual property rights of third parties by the use of such information and materials, and the recipient Party shall in any case be entirely responsible for the use to which it puts information and materials;
- iv. not to use knowingly any proprietary rights of a third party for which he has not acquired the corresponding right of Use or to grant licences;
- v. to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Beneficiaries and in accordance with good business ethics;
- vi. to participate in a cooperative manner to the meetings of the different bodies under this Consortium Agreement;

- vii. if recourse to a Subcontract is not provided for in the “Description of Work”, the Beneficiary shall submit to the HP2MB the terms and conditions of any Subcontract, to obtain the prior approval.

ARTICLE 6 - Change to the Consortium

6.1. Inclusion of a new Beneficiary

6.1.1. Inclusion of new Beneficiaries

The Grant Agreement determines the changes to the composition of the Consortium requiring a competitive selection procedure. In all other cases, without contrary decision of the HP2GB, no competitive selection procedure shall apply.

6.1.2. Conditions of participation in the Project by the new Beneficiaries

By joining the Project a new Beneficiary agrees to participate (through human, material or financial means) to the objectives of the Project.

The entrance into the Project of a new Beneficiary becomes effective on the date it accedes to the Grant Agreement by the signature of form B and to the Consortium Agreement.

6.1.3. Access Rights

The new Beneficiary shall have access to the Background of the other Beneficiaries for the purposes of execution of its own part of the Project and Use upon written request pursuant to the terms set forth in Article 9 "Intellectual property rights".

Nevertheless, any Beneficiary pursuant to the provisions of EC Regulation n° 1906/2006 article 47 shall have the right to exclude some of its Background from the new Beneficiary access rights.

The new Beneficiary has access to the Foreground produced in the scope of the Project prior to its arrival for the purposes of execution of its own part of the Project and Use at market conditions.

6.2. Withdrawal or exclusion of a Beneficiary

6.2.1. Withdrawal of a Beneficiary

Any Beneficiary may request to terminate its participation in the Grant Agreement and the Consortium Agreement, by giving three (3) months written notice to the other Beneficiaries, by registered mail with acknowledgement of receipt, indicating the reasons for termination.

The HP2GB may object to such termination by unanimous vote minus the vote of the withdrawing Beneficiary, indicating the reasons for objection, within a period of forty-five (45) days from receipt of notification.

If the HP2GB agrees, the Coordinator shall inform the Commission by means of registered mail with acknowledge receipt in accordance with the Grant Agreement. The withdrawal shall be effective at the end of the notice period, subject to the agreement of the Commission in accordance with the Grant Agreement.

Where the Consortium disagrees, the Coordinator shall submit to the Commission a request for assistance, in accordance with the Grant Agreement.

6.2.1.1. Consequences of withdrawal

Confidentiality

The withdrawing Beneficiary agrees to treat as confidential all confidential information, as defined in article 9 hereinafter, for a period of five (5) years from the date of its withdrawal, and agrees not to apply for any patent or other proprietary right over any information it may have had knowledge of in connection with its participation in the Project.

Access Rights

Any Beneficiary withdrawing from the Consortium:

- Loses Access Rights to Foreground produced and Background identified, after its withdrawal;
- Keeps Access Rights to Background and to the Foreground of the other Beneficiaries (in the state existing on the date of withdrawal), provided that (i) it is required, for the Use of the Foreground of which it is the owner or co-owner and (ii) such Access Rights are requested within two years after its withdrawal;
- Keeps its entitlement to royalties generated by the Use by the other co-owners or third parties of the Foreground produced in the scope of the Project of which it is the owner or co-owner. Royalties will be calculated proportionally to its co-ownership share, or pursuant to the co-ownership agreement(s) or licence(s) concluded prior to its withdrawal.

The other Beneficiaries keep, for the purposes of carrying out the Project, Access Rights pursuant to the terms set forth in Article 9: “Intellectual property rights” to the Background (in the state existing on the date of withdrawal) of the withdrawing Beneficiary and to the Foreground produced by it in the scope of the Project pursuant to the terms set forth in Article 49 and 50 of the Regulation concerning the rules for participation.

A withdrawing Beneficiary shall return all documents, equipments or materials provided by the other Beneficiaries, or destroy them upon their written request.

Financial

The withdrawing Beneficiary shall be liable to the other Beneficiaries for all increased Project costs arising directly as a consequence of such withdrawal in relation to the Project up to a total amount which, together with any liability to the Commission under the Grant Agreement, Article II.21, will not exceed the total Project Share.

The withdrawing Beneficiary shall fulfil all its commitments contracted prior to the effective date of its withdrawal.

The Beneficiary is required to refund all advances paid to it from the EC contribution except the amount spent for the performance of the Project, with appropriate justifications.

The withdrawing Beneficiary agrees to provide justifications in connection with the period during which it participated in the Project and any other element required to prepare the Project Deliverables, even after the date of its withdrawal.

The Beneficiaries agree to make a special endeavour to pursue doctoral dissertations commenced in the scope of the Project under the best possible conditions.

6.2.2. Exclusion of a Beneficiary

The exclusion of a Beneficiary may be decided by the HP2GB by unanimous vote minus the vote of the concerned Beneficiary, pursuant to the terms set forth in the Grant Agreement.

The exclusion of a Beneficiary has the same consequences as a withdrawal. In case the exclusion is due to a breach by the excluded Beneficiary of its obligations under this Consortium Agreement or the Grant Agreement, any and all Access-rights granted to the excluded Beneficiary by the other Beneficiaries under the Consortium Agreement as well as under the Grant Agreement, shall cease immediately.

Article 7 - Consortium Resources

7.1. Financial means

7.1.1. Budget

The budget comprises the resources and expenses of the Consortium. Resources comprise the financial contribution from the Community, the resources allocated by the Beneficiaries and the receipts of the Project as defined in Annex II General Conditions – Part B, Article II.17 of the Grant Agreement.

The amount of the Community's financial contribution is set in the Grant Agreement and may be reviewed annually by the Commission.

7.1.2. Criteria for allocation of the Community's financial contribution

The HP2GB shall periodically review the Budget and its allocation between the Beneficiaries, proportionally to their respective contributions to the Project.

No distribution of funds to a Beneficiary may take place prior to the signature of the Grant Agreement and the Consortium Agreement by the said Beneficiary.

7.1.3. Payment of the Community's financial contribution

The Coordinator shall distribute to the Beneficiaries a pre-financing of the European financial contribution within 45 days following the date of the entry into force of the Grant Agreement.

The Coordinator shall notify each Beneficiary of the date and amount transferred to its respective bank account.

The Coordinator shall distribute the subsequent parts of the European financial contribution to the Beneficiaries upon receipt of the payment from the Commission and subject to having received the related Project Reports.

In case a Beneficiary has not provided the Coordinator with its Project Reports or has provided them late or provided non-compliant Project Reports, such Beneficiary shall not receive its concerned contribution allocation (in whole or in part), until it remedies such a breach or unless the Coordinator decides otherwise.

The HP2GB and the HP2MB shall be kept informed under all circumstances and may decide on additional appropriate measures with respect to the concerned Beneficiary.

7.1.4. Management of Community's financial contribution

The Coordinator, in accordance with the applicable rules, shall make all financial management and accounting acts in connection with the Community's contribution.

The Coordinator shall identify in its accounts the Community's contribution to the Description of Work and provide all required justifications upon the release of the funds.

7.2. Material resources

7.2.1. Access to pre-existing equipment

A Beneficiary may grant to other Beneficiary access to its facilities and equipment by the signature of a use agreement that shall be negotiated between the interested Beneficiaries.

7.2.2. Equipment manufactured within the Project

The Consortium, which is not a legal entity, shall not own any assets.

Therefore, terms and conditions of ownership or the joint ownership of the equipment, such as prototypes manufactured within the Project, shall be set by the HP2GB, following the provisions of article 9.4 hereafter.

7.3. Human resources

Mobility actions may be carried out on a case-by-case basis depending on the laws, regulations and status applicable to each Beneficiary.

In case of employee mobility within the Consortium, the employees of each Beneficiary shall retain the status they originally had, and their organisation of affiliation shall retain its duties as employer, and pay and manage this person pursuant to the applicable legislation and internal policies.

Each Beneficiary shall ensure the coverage of its employees in accordance with the legislation applicable to social security coverage, work-related accidents and occupational diseases and shall carry out all legal or regulatory requirements incumbent upon it.

Employees of a Beneficiary working for the Project in the premises of another Beneficiary are required to comply with the internal policies as well as with all general or special rules of health and hygiene applicable on the premises of the host Beneficiary.

Each of the Beneficiaries shall make the arrangements in connection with the hosting of third-party employees within the scope of the Project its personal business.

The host Beneficiary agrees to inform the employer of any risks to which its employees may be exposed on the host premises.

The employer of mobilised employees is required to be in a position to justify to the host Beneficiary the compliance of the status of all of its employees under labour and employment law rules or other rules applicable to them.

Article 8 - Liability/Insurance

8.1. General Principles

Each Beneficiary agrees to assume all the financial consequences in all cases where its liability is asserted on the basis of direct damage but not indirect nor consequential damage caused to any other Beneficiary or to a third party in the scope of the performance of its assigned tasks in this Project. The total limit of liability of each Beneficiary to all of the other Beneficiaries collectively in respect of any and all such claims shall not exceed that Beneficiary's Project Share.

Each Beneficiary is in charge of its own personnel insurance coverage according to the applicable law including social security law and accident at work and occupational diseases regulations. Each Beneficiary is liable for any damages caused by its own personnel. Each employer performs its own formalities.

8.2. Liability towards the Commission

In accordance with the participation rules, Public bodies shall only assume their own debts and shall not bear the debts of any other Beneficiary.

Each Beneficiary, which is not a public body, or which does not have a public body status, shall be collectively liable for any losses or damages suffered by the Commission, as a consequence of any failure to perform all or part of its obligations under the Grant Agreement or under this Consortium Agreement.

Should the Commission, in accordance with the provisions of the Grant Agreement, claim any reimbursement, indemnity or payment of damages from one or more Beneficiaries, non public body, the Beneficiaries agree that:

- i. each Beneficiary whose default has caused or contributed to cause such claim shall indemnify each of the other Beneficiaries against such claim, and
- ii. in the event it is not possible to attribute the default to any Beneficiary, the amount claimed by the Commission shall be apportioned between all the Beneficiaries which are not public body, proportionally to their Project Shares.

8.4. Liability for Subcontractors

Each Beneficiary shall remain fully responsible for the performance of any part of its work by its Subcontractor(s).

Therefore said Beneficiary shall ensure that:

HadronPhysics2 Consortium Agreement

- (i) such subcontract fully complies with the requirements of the Grant Agreement;
- (ii) the other Beneficiaries' Access Rights are fully preserved; and
- (iii) the third party shall have no access to any other Beneficiary's Foreground or Background without the latter's prior written consent.

Article 9 - Intellectual Property Rights

9.1. Confidentiality

During the term of the Project and for a period of five (5) years thereafter, the Beneficiaries shall treat as confidential any information, which is designated as proprietary and confidential by the disclosing Beneficiary by an appropriate stamp, legend or any other notice in writing.

Accordingly, each Beneficiary agrees the following:

- The receiving Beneficiary shall not use any such confidential information for any purpose other than the Project, and
- The receiving Beneficiary shall not disclose any such confidential information to any third party except with the disclosing Beneficiary's prior written consent, and,
- Such confidential information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Beneficiary.

The Beneficiaries shall impose the same obligations on all their employees who may have access to confidential information.

The confidentiality obligation does not extend to information for which the receiving Beneficiary can prove:

- was in the public domain prior to its communication by the disclosing party or fell within the public domain after its communication by the disclosing party but through not fault of its own;
- was already in its possession at the date of disclosure;
- it received from a third party without any breach of any confidentiality obligation;
- is needed to comply with applicable laws or regulations or with a court of administrative order.

9.2. Publication

Following Article II.30.4, all publications or any other *dissemination* relating to *foreground* shall include the following statement to indicate that said *foreground* was generated with the assistance of financial support from the *Community*:

The research leading to these results has received funding from the European Community's Seventh Framework Programme *FP7/2007-2013* under *grant agreement n° 227431*.

Any *dissemination* activity shall be reported in the plan for the *use and dissemination of foreground*, including sufficient details/references to enable the *Commission* to trace the activity. With regard to scientific publications relating to *foreground* published before or after the final report, such details/references and an abstract of the publication must be provided to the *Commission* at the latest two months following publication. Furthermore, an electronic copy of the published version or the final manuscript accepted for publication shall also be provided to the *Commission* at the same time for the purpose set out in Article II.12.2 if this does not infringe any rights of third parties.

9.3. Background

9.3.1. Ownership

Each Beneficiary is and remains the sole owner of its intellectual and industrial property rights over its Background.

9.3.2. The Background

The Beneficiaries agree that the Background of their laboratories, departments or services, which are not part of the Project, shall be considered as unnecessary for the implementation of the Project and automatically excluded from any communication and Access Rights.

9.4. Ownership and protection of Foreground

Foreground shall be the property of the Beneficiary generating it.

Where several Beneficiaries have jointly carried out work generating Foreground, and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground. They shall agree among themselves on the allocation and terms of exercising the ownership and they shall jointly apply to obtain the property rights. The share of each of the Contributors to the Foreground shall be defined proportionally to the resources implemented by each, whether human, financial or intellectual.

So long as any such rights are in force, such Contributors shall be entitled to use and to licence such right on a non-exclusive basis with a financial compensation decided on a case-by-case basis in accordance with the agreements concluded with the prior consent of the other Contributors. This compensation will be due to Beneficiaries which are registered as public bodies, or which have public body status.

In case a Beneficiary ("Originator") decides not to seek protection over its Foreground issuing from the Project, he shall inform in writing the other Beneficiaries, through the HP2DB. Any Beneficiary interested in applying to obtain such protection shall advise the other Beneficiaries through the HP2DB, within one (1) month of receipt of relevant notice.

In case several Beneficiaries are interested in so applying, they shall strive to set up amongst themselves and with the Originator appropriate agreements to this end.

Should no other Beneficiary show an interest in so applying, the HP2DB shall inform accordingly the Commission through the Coordinator in accordance with the Grant Agreement, Article II.28.3.

The foregoing shall be without prejudice to the Access Rights of all Beneficiaries that will remain unaffected.

The agreement concluded between the Beneficiary and a Subcontractor is required to prohibit the Subcontractor from patenting or from applying for any intellectual property right protection related to the results obtained; to transfer the ownership of any results obtained by a Subcontractor in the performance of its work; all results belonging to the prime Beneficiary.

In case of a deadlock situation, the issue shall be submitted to the HP2DB for arbitration.

9.5. Access Rights

9.5.1. General principles

Each Beneficiary shall ensure that he can grant Access Rights and fulfil its obligations under the Grant Agreement and this Consortium Agreement.

If any Access Rights are required, the Beneficiaries agree that they will:

- be granted on a non-exclusive basis,
- not include the right to grant sublicenses
- not include access to source code when applied to Software Access Rights,

Access rights are regarded as necessary when a Beneficiary reasonably believes that, without Access rights to another Beneficiary's Background or Foreground, the performance of its activity for the Project or the Use of its own knowledge resulting from the Project would be technically impossible or significantly delayed.

Such Beneficiary shall then promptly request in writing Access rights from said other Beneficiary, identify the extent of the Access rights and provide reasonable evidence of its needs.

Needed Access Rights shall be granted in accordance with articles 9.5.3. and 9.5.4 of this Consortium Agreement and with Articles II.31, II.32, II.33, II.34 and Articles III.7, III.8 of the Grant Agreement.

Any obligation regarding claims or rights of party employees of the providing party, resulting from the royalty-free access rights granted by the providing party, shall, in advance of the grant of access rights be intimated to, and must be reimbursed by the receiving party.

9.5.2. Affiliates

A parent company or an affiliate, which is not a Beneficiary for the purposes of the Grant Agreement with the Commission is not eligible to benefit from any Access rights.

9.5.3. Access Rights for execution of the Project

The Beneficiaries agree to provide access to all Background, limited to the Background held by their laboratories, departments or services involved in the Project, at the conditions provided for by articles 49 and 50 of the Regulation n° 1906/2006 of the European Parliament and by the Grant Agreement.

In particular, the Access Rights to the Background needed for carrying out the work under the Project shall be granted on a royalty-free basis.

The Access Rights to the Foreground needed by a Beneficiary for carrying out the work under the Project shall be granted on a royalty-free basis, except for a new Beneficiary joining the Project, who shall have access to the Foreground obtained prior to its joining the Project at the conditions fixed by the HP2DB.

In case of a deadlock situation, the issue shall be submitted to the HP2DB for arbitration.

9.5.4. Access Rights for Use of Foreground

The Beneficiaries agree that the Access Rights to

- the Background needed for use in research activities or/and
- to the own Foreground needed for use in research activities

shall be granted on a royalty-free basis.

In case of Access Rights to the Background or to the own Foreground for Use in the development, creation and marketing of a product or process, or for creation and provision of a service, Access Rights shall be granted on fair and non discriminatory conditions and the HP2DB shall be informed of the content of the contract.

Article 10 - Miscellaneous provisions

10.1. Entire agreement

This Consortium Agreement and its Appendices constitute the entire agreement between the Beneficiaries in respect of the Project, and supersede all previous negotiations, commitments and documents concerning the Project.

The annexes to this Consortium Agreement, which form an integral part thereof, are:

- Appendix 1: Grant Agreement
- Appendix 2: Additional Financial Information to the “Description of Work”
- Appendix 3: Weight of the votes of the HP2GB members.

10.2. Controlling provisions

In case of inconsistency between any provisions of the Consortium Agreement and those of the Grant Agreement, the latter shall prevail over those of this Consortium Agreement, which shall themselves prevail over any special contract or agreement signed for its application.

10.3. Transfer or assignment

No Beneficiary shall, without the prior written consent of the HP2GB transfer or otherwise assign partially or totally any of its rights or obligations under this Consortium Agreement.

Any transfer of responsibility or contact details shall be notified immediately by the respective beneficiary to the Coordinator. The address list shall be accessible to all concerned.

10.4. Entry into force – Term of the Consortium Agreement

This Consortium Agreement shall enter into force on the date of entry into force of the Grant Agreement with the Commission.

This Consortium Agreement shall expire on the expiry date of the Grant Agreement with the Commission, notwithstanding the provision of the article 10.12.

10.5. Language and communications

This Consortium Agreement is drawn up in English, which shall govern all documents, notices and meetings for its application or extension, or in any other way relative thereto.

Any notice to be given under this Consortium Agreement shall be in writing by certified mail or by e-mail to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of beneficiaries.

10.6. Applicable Law

This Consortium Agreement shall be construed according to and governed by the Belgian law.

10.7. No partnership or agency

Nothing in this Consortium Agreement shall create a partnership or agency between the Beneficiaries or any of them.

10.8. Settlement of disputes

All disputes or differences arising in connection with this Consortium Agreement, which cannot be amicably settled within the HP2GB, shall be finally settled through arbitration in Paris under the Rules of the ICC International Chamber of Commerce or such other venue as the relevant Beneficiaries shall agree.

Arbitration shall be conducted in English. Three Arbitrators shall be selected under the Rules of the ICC International Chamber of Commerce.

The arbitration award, if providing for damages, shall include interest from the date of any breach or other violation of this Consortium Agreement.

The arbitration award shall be final and binding upon the Beneficiaries, not subject to appeal, and honoured by the Beneficiaries without having resort to any court; however, if the award is not carried out voluntarily and without delay, it shall be referred to and enforced by any court having jurisdiction over the subject matter or any of the Beneficiaries or their assets.

Each Beneficiary bear its own expenses incurred in utilising arbitration and the fees for arbitration shall be borne equally between the Beneficiaries.

10.9. Amendments

Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Beneficiaries.

10.10. Signature of special contracts

Special contracts may be concluded between the Beneficiaries for any issue not covered by the provisions of this Consortium Agreement.

10.11. Severability

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

10.12. General provisions relating to termination

The provisions of this Consortium Agreement relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this Consortium Agreement for any reason whatsoever to the extent needed to enable the Beneficiaries to pursue the rights and remedies provided for therein.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

IN WITNESS WHEREOF,

the Beneficiaries have executed this Consortium Agreement in two original copies.

Authorised to sign on behalf of _____

By (signature):

Name (block letters):

Position:

Date:

Authorised to sign on behalf of INFN

By (signature):

Name (block letters): Prof. ROBERTO PETRONZIO

Position: President

Date:

APPENDIX 1
to the Consortium Agreement of the
HadronPhysics2 Project

Grant Agreement

APPENDIX 2

to the Consortium Agreement of the HadronPhysics2 Project

**“Additional Financial Information to the “Description of
Work””**

APPENDIX 3 to the Consortium Agreement of the HadronPhysics2 Project

Weight of the votes of the HP2GB members

The numbers of votes assigned to each of the Beneficiaries is given by considering its *involvement in the Project*, evaluated taking into account the **EC contribution gained** and *specific responsibilities assumed*.

Participant number	Organisation	Organization short name	EC contribution (euros)	Specific responsibilities	Number of votes
1	Istituto Nazionale di Fisica Nucleare (Italy)	INFN	3.079.920	WP1 WP3 WP7 WP14 WP17 WP27	(10+6) 16
2	Oesterreichische Akademie der Wissenschaften (Austria)	ÖeAW	276.280	WP9 WP24	(2+2) 4
3	Universitaet Graz (Austria)	UNIGRAZ	27.520	-	1
4	Univerzita Karlova V Praze (Czech Republic)	CUNI	43.200	-	1
5	Technical University of Liberec (Czech Republic)	TUL	13.320	-	1

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6	Stiftung Deutsches Elektronen-Synchrotron (Germany)	DESY	192.520	WP22	(1+1) 2
7	Forschungszentrum Juelich GmbH (Germany)	FZJ	730.840	WP13 WP25	(3+2) 5
8	Forschungszentrum Rossendorf e.V. (Germany)	FZD	12.000	-	1
9	Gesellschaft für Schwerionenforschung mbH (Germany)	GSF	1.109.240	WP12 WP15 WP26 WP28	(5+4) 9
10	Technische Universität München (Germany)	TUM	164.890	-	1
11	Universität Augsburg (Germany)	UA	10.000	-	1
12	Universität Bielefeld (Germany)	UNIBI	82.480	-	1
13	Ruhr-Universität Bochum (Germany)	RUB	202.060	WP16	(1+1) 2
14	Rheinische Friedrich-Wilhelms-Universität Bonn (Germany)	UBO	334.160	WP4	(2+1) 3
15	Friedrich-Alexander Universität Erlangen-Nürnberg (Germany)	FAU	83.220	-	1
16	Johann Wolfgang Goethe Universität Frankfurt am Main (Germany)	GUF	130.200	-	1
17	Albert-Ludwigs-Universität Freiburg (Germany)	ALU-FR	36.960	-	1
18	Justus-Liebig-Universität (Germany)	JLU	110.400	WP21	(1+1) 2

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19	Ruprecht-Karls-Universität Heidelberg (Germany)	UHEI	130.000	-	1
20	Johannes Gutenberg Universität Mainz (Germany)	UMainz	643.310	WP6 WP11	(3+2) 5
21	Westfälische Wilhelms-Universität Münster (Germany)	WWU	151.770	WP18 WP19	(1+2) 3
22	Universität Regensburg (Germany)	UREG	17.600	-	1
23	Bergische Universität Wuppertal (Germany)	BUW	82.480	-	1
24	Universitat de Barcelona (Spain)	UB	20.330	-	1
25	Universidade de Santiago de Compostela (Spain)	USC	47.200	-	1
26	Universitat de València. Estudi General (Spain)	UVEG	79.650	-	1
27	Helsingin Yliopisto (Finland)	UH	63.000	-	1
28	Commissariat à l'Energie Atomique (France)	CEA	76.200	-	1
29	Centre National de la Recherche Scientifique (France)	CNRS	618.980	WP2 WP8	(3+2) 5
30	FiberCryst S.A.S (France)	FIBERCRYST	58.840	-	1
31	Ruder Boskovic Institute (Croatia)	RBI	11.200	-	1
32	MTA KFKI Reszecske es Magfizikai Kutatointezet (Hungary)	KFKI RMKI	21.400	-	1
33	Fondazione Bruno Kessler (Italy)	FBK	455.400	WP10	(2+1) 3

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34	Rijksuniversiteit Groningen (The Netherlands)	RuG	20.800	-	1
35	Vrije Universiteit (The Netherlands)	VU	40.660	-	1
36	Universitetet i Bergen (Norway)	UiB	10.700	-	1
37	Uniwersytet Jagiellonski (Poland)	UJ	32.570	-	1
38	Instytucie Problemow Jadrowych Im. Andrzeja Soltana - Andrzej Soltan Institute for Nuclear Studies (Poland)	SINS	42.400	-	1
39	Uniwersytet Warszawski (Poland)	UW	17.120	-	1
40	Institutului National de Cercetare Dezvoltare Pentru Fizica si Inginerie Nucleara "Horia Hulubei" (Romania)	IFIN-HH	107.370	-	1
41	Stockholms universitet (Sweden)	SU	68.800	-	1
42	Uppsala universitet (Sweden)	UU	192.890	WP5	(1+1) 2
43	The University of Edinburgh (United Kingdom)	UEDIN	41.880	-	1
44	University of Glasgow (United Kingdom)	UGlasgow	253.200	WP20 WP23	(2+2) 4
45	The University of Liverpool (United Kingdom)	ULiverpool	27.520	-	1
46	Swansea University (United Kingdom)	Swansea	27.520	-	1
TOTAL			10.000.000	28	(69+28) 97