

ARPA
Agenzia Regionale per la Prevenzione e l'Ambiente
dell'Emilia - Romagna

* * *

Atti amministrativi

Deliberazione del Direttore Generale	n. DEL-2015-45 del 13/05/2015
Oggetto	Servizio Idro Meteo Clima: Presa d'atto dell'approvazione del progetto HORIZON 2020 "Managing crOp water Saving with Enterprise Services" - MOSES – ID 642258.
Proposta	n. PDEL-2015-46 del 12/05/2015
Struttura proponente	Servizio Idro-Meteo-Clima
Dirigente proponente	Cacciamani Carlo
Responsabile del procedimento	Botarelli Lucio

Questo giorno 13 (tredici) maggio 2015 (duemilaquindici), presso la sede di Via Po n. 5, in Bologna, il sostituto del Direttore Generale, Dott. Franco Zinoni, delibera quanto segue.

MOSESOggetto: **Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Managing crOp water Saving with Enterprise Services" - MOSES - ID 642258.**

RICHIAMATI:

- il regolamento (UE) n. 1290/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che stabilisce le norme in materia di partecipazione e diffusione nell'ambito del programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;
- il regolamento (UE) n. 1291/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che istituisce il programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;

PREMESSO:

- che Orizzonte 2020 (Horizon 2020 / H2020) è il principale strumento con cui l'Unione Europea mira ad incentivare e finanzia la ricerca, l'innovazione e la competitività in Europa nel periodo 1/01/2014-31/12/2020;
- che Orizzonte 2020 si propone di contribuire alla realizzazione di una società basata sulla conoscenza e sull'innovazione e orientata alla crescita intelligente, sostenibile e inclusiva, secondo quanto delineato in *Europa 2020*, la strategia dell'Unione Europea per il decennio 2010-2020. Per raggiungere questo obiettivo generale, Orizzonte 2020 si focalizza su tre priorità (main pillars):
 - Eccellenza scientifica;
 - Leadership industriale;
 - Sfide per la società.

In particolare questa ultima priorità è rivolta alle grandi questioni sociali e ambientali che si presenteranno nel prossimo futuro e che sono classificate come segue:

- Salute, evoluzione demografica e benessere;
- Sicurezza alimentare, agricoltura e silvicoltura sostenibili, ricerca marina, marittima e sulle acque interne e bioeconomia, per garantire prodotti alimentari sicuri, sani e di elevata qualità, sviluppando sistemi di produzione sostenibili ed efficienti;
- Energia sicura, pulita ed efficiente, per promuovere una transizione verso un sistema energetico affidabile, economicamente accessibile, sostenibile e competitivo;
- Trasporti intelligenti, ecologici e integrati;
- Azioni per il clima, efficienza delle risorse e materie prime, per promuovere una società e una economia efficienti e sostenibili nell'uso delle risorse e dell'acqua, capaci di rispondere ai cambiamenti climatici;

- L'Europa in un mondo che cambia;
- Società sicure
- che i temi relativi all'ambiente inclusi nelle priorità individuate da Orizzonte 2020 (H2020) sono di grande interesse per Arpa Emilia-Romagna;

PRESO ATTO:

- che l'accesso alle opportunità finanziarie previste da H2020 avviene attraverso una selezione a seguito di presentazione di proposte progettuali successivamente all'emanazione di appositi bandi che definiscono priorità e temi di riferimento nonché scadenze, modalità e requisiti di ammissibilità;
- che la partecipazione a progetti H2020 può avvenire in forma di partner capofila, con compiti di coordinamento, partner, parte terza e subfornitore;
- che a fine 2013 è stata avviata la procedura per la selezione di progetti nell'ambito della priorità *Sfide per la società* sul tema *Acqua: azioni innovative per aumentarne il valore* (bando a due fasi OJ C 361 del 11.12.2013);

VERIFICATO:

- che Arpa Emilia-Romagna - Servizio Idro-Meteo-Clima, su delega del Direttore Generale del 18/04/2014, PGDG/1800 (agli atti), ha partecipato al suddetto bando quale partner della proposta progettuale "Managing crOp water Saving with Enterprise Services" - MOSES presentato sull'apposita piattaforma elettronica (Participant portal) da ESRI Italia SpA in qualità di partner capofila;
- che la citata proposta ha superato entrambe le fasi di valutazioni previste e ESRI Italia SpA è stata invitata alla fase di negoziazione svolta anch'essa tramite piattaforma elettronica;
- che, dopo le modifiche richieste dalla Executive Agency for Small and Medium-sized Enterprises dell'Unione Europea (EASME), il progetto è stato definitivamente approvato e in data 6 maggio 2015, tramite il Participant Portal, ESRI Italia SpA è stata invitata a sottoscrivere on line il contratto di sovvenzione (Grant Agreement n. 642258) per la realizzazione del progetto MOSES (nota agli atti);
- che, in parallelo alla sottoscrizione dell'Accordo di Sovvenzione n. 642258 tutti i partner dovranno firmare apposito accordo di partenariato al fine di gestire al meglio tutte le attività previste nell'ambito del progetto;

CONSIDERATO:

- che il progetto MOSES ha durata di 36 mesi a decorrere dall'1/07/2015 e un budget complessivo pari a Euro 4.283.200,00;

- che l'obiettivo principale del progetto MOSES è mettere in atto e dimostrare alla reale scala di applicazione una piattaforma informativa dedicata alla fornitura di servizi per consorzi di bonifica, distretti irrigui e altre strutture di gestione idrica, per facilitare la pianificazione della risorsa idrica irrigua, allo scopo di gestire e ridurre il rischio connesso alla siccità, risparmiare acqua, migliorare i servizi agli agricoltori, ridurre i costi economici ed energetici dell'acqua irrigua. In particolare MOSES metterà a disposizione dei gestori idrici una previsione stagionale dei fabbisogni irrigui sulla specifica area di interesse per la pianificazione ex ante della risorsa, e un sistema di monitoraggio delle effettive necessità idriche per la migliore gestione e distribuzione dell'acqua durante la stagione irrigua;
- che il Servizio Idro-Meteo-Clima parteciperà allo svolgimento di tutte le attività progettuali e, in particolare, coordinerà l'attività WP4 (work package 4 - First application) consistente nella prima applicazione in territorio regionale del prototipo di piattaforma MOSES;
- che per la realizzazione del progetto saranno sostenuti da Arpa complessivamente costi per Euro 535.000,00 così articolati:

Costi diretti	Euro 404.000,00
di cui Costi di Personale Euro 351.000,00 (incluse borse di studio e incarichi di ricerca),	
Trasferte Euro 16.000,00, Servizi Vari Euro 37.000,00)	
Spese per servizi esterni (Subcontracting)	Euro 30.000,00
Costi indiretti	Euro 101.000,00
- che, dal finanziamento per la partecipazione al progetto, deriverà per Arpa un ricavo pari a Euro 535.000,00;
- che tale contributo sarà utilizzato da Arpa nel rispetto delle norme contenute nei richiamati regolamenti dell'Unione Europea e i costi sostenuti saranno rendicontati, secondo le scadenze stabilite nell'Accordo di Sovvenzione tra la Commissione Europea e il partner capofila;

RITENUTO:

- opportuno che Arpa partecipi, in qualità di partner al progetto finanziato dall'Unione Europea MOSES, sottoscrivendo l'Accordo di partenariato il cui schema è allegato sub A) al presente atto;
- che la partecipazione al progetto MOSES rappresenti per Arpa una opportunità per migliorare i servizi forniti al mondo agricolo regionale perfezionando altresì, attraverso il

contatto e lo scambio di esperienze con altri centri internazionali e di ricerca, le competenze del proprio personale tecnico;

- che il Servizio Idro-Meteo-Clima, oltre a offrire competenze e risorse nell'ambito di questo progetto, di estremo interesse per l'Agenzia possa acquisire ulteriori conoscenze utili anche nello svolgimento delle proprie attività istituzionali;
- di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto MOSES, nei confronti del partner capofila, in particolare sottoscrivendo apposito accordo di partenariato, finalizzato a disciplinare la collaborazione tra i partner nell'ambito del progetto e il cui schema si allega sub A) al presente atto quale parte integrante e sostanziale;
- di delegare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;
- di individuare il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia, Territorio e Clima del Servizio Idro-Meteo-Clima, quale coordinatore del progetto e il Dott. Vittorio Marletto, Dirigente della stessa Area, quale responsabile tecnico-scientifico del Progetto MOSES;

DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dal Servizio Idro-Meteo-Clima;
- che il Servizio Idro-Meteo-Clima potrà, nell'arco della durata del progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i relativi Direttori in merito al monte ore previsto per l'impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

SU PROPOSTA:

- del Direttore del Servizio Idro-Meteo-Clima, Dott. Carlo Cacciamani, il quale ha espresso il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO:

- del parere di regolarità contabile espresso dal Dott. Giuseppe Bacchi, Responsabile dell'Area Bilancio e Controllo Economico, ai sensi del Regolamento per il Decentramento amministrativo approvato con D.D.G. n. 65 del 27/09/2010;

- del parere favorevole espresso dal Direttore Amministrativo Dott.ssa Massimiliana Razzaboni, reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il responsabile del procedimento è il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia, Territorio e Clima del Servizio Idro-Meteo-Clima;

DELIBERA

1. di prendere atto dell'approvazione, da parte della Commissione Europea, del Progetto H2020 I.D. n. 642258 "Managing crOp water Saving with Enterprise Services" - MOSES;
2. di dare atto che Arpa Emilia-Romagna riveste il ruolo di partner nell'ambito del progetto MOSES di cui ESRI Italia Spa è partner capofila con compiti di coordinamento;
3. di dare atto che il progetto di cui trattasi ha durata di 36 mesi a decorrere dall'1/7/2015 e pertanto si concluderà il 30/6/2018;
4. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel progetto MOSES, da parte di Arpa è pari ad Euro 535.000,00; tale importo è coperto interamente dal contributo della Commissione Europea;
5. di dare atto che, per Arpa Emilia - Romagna, il soggetto competente all'attuazione e alla gestione del Progetto MOSES è il Servizio Idro-Meteo-Clima;
6. di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia - Romagna, nell'ambito del Progetto MOSES nei confronti di ESRI Italia SpA, coordinatore del progetto, in particolare sottoscrivendo un accordo finalizzato a disciplinare la collaborazione tra i partner del progetto e il cui schema è allegato sub A) al presente atto quale parte integrante e sostanziale;
7. di delegare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
8. di individuare il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia, Territorio e Clima del Servizio IdroMeteoClima, quale coordinatore del progetto e il Dott. Vittorio Marletto, Dirigente della stessa Area, quale responsabile tecnico-scientifico del Progetto MOSES;
9. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpa - Servizio Idro-Meteo-Clima al progetto:
 - Dott. Lucio Botarelli, con funzione di coordinamento generale della partecipazione di Arpa al progetto;

- Dott. Vittorio Marletto, con funzione di coordinamento tecnico della partecipazione di Arpa al progetto;
- Dott.ssa Tiziana Paccagnella, dirigente esperto in modellistica numerica meteorologica;
- Dott.ssa Chiara Marsigli, con funzione di collaboratore tecnico professionale in modellistica numerica meteorologica;
- Dott. Andrea Montani, con funzioni di collaboratore tecnico professionale esperto in modellistica numerica meteorologica;
- Dott.ri Gabriele Antolini, Andrea Spisni e Fausto Tomei, con funzioni di collaboratori tecnici professionali in agrometeorologia territorio e clima;
- Dott.ri Andrea Pasquali, William Pratizzoli e Dott.ssa Valentina Pavan con funzioni di collaboratori tecnici professionali esperti in agrometeorologia territorio e clima;
- Dott.ssa Barbara Ramponi, con funzione di referente amministrativo e finanziario per la gestione del progetto;
- Rag.re Lucia Pirro e Luisella Iervolino, collaboratori amministrativi per la rendicontazione dei costi del progetto.

PARERE: FAVOREVOLE

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL SOSTITUTO DEL DIRETTORE GENERALE

AI SENSI DELLA D.G.R. N. 342 DEL 31/03/2015

(F.to Dott. Franco Zinoni)

MOSES Project Consortium Agreement

[Change Records]

Version	Date	Changes	Author
Version 0	20/04/2015	Not Applicable - First release	Esri Italia
Version 1	07/05/2015	All the modifications are listed using the option Track Changes in Microsoft Word	Esri Italia

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CONSORTIUM AGREEMENT

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

BETWEEN:

1. Esri Italia, the Coordinator
2. Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia Romagna
3. Agencia Estatal de Meteorologia
4. Intitul National de Hidrologie si Gospodarire a Apelor
5. Administratia Nationala de Meteorologie R.A.
6. Alma Mater Studiorum – Università di Bologna
7. Asociation Feragua de Comunidades de Regantes de Andalucia
8. Serco Belgium
9. Technische Universiteit Delft
10. Universidad de Castilla - La Mancha
11. Universite Chouaib Doukkali
12. Agromet s.r.l.
13. Consorzio di Bonifica di Secondo Grado per il Canale Emiliano Romagnolo
14. Aliara Agricola S. L.
15. Aryavarta Space Organization

hereinafter, jointly or individually, referred to as “Parties” or “Party”,

relating to the Action entitled:

“Managing crOp water Saving with Enterprise Services”

in short:

MOSES

hereinafter referred to as “Project” or “Action”.

WHEREAS:

- i) the Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020);

- ii) the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter "Grant Agreement");
- iii) the Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

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

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

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

"Legitimate interest(s)"

Legitimate interest includes but is not limited to academic or commercial interest or interest related to a Party's corporate image, which breach would result in such Party suffering great harm in the cases provided for in this Consortium Agreement.

"Needed" means:

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

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

Definitions relating to Software

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

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

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;

- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

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

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

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

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

Section 2: Purpose

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

DRAFT

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or
- is terminated by the Funding Authority, or
- if a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

The Parties agree that if a Party requests to terminate its participation in this Consortium Agreement, this request will be considered as a request for termination in the Grant Agreement, according to article 50.2. The provisions of the Grant Agreement and of this Consortium Agreement regarding termination shall apply as hereafter complemented.

If a Party wishes, under legitimate reasons, to terminate its participation in the Grant Agreement and this Consortium Agreement, it shall send a request in writing to the Coordinator. Such request shall fully set out the reasons for which such withdrawal is deemed necessary. The Coordinator submits the request to the competent Consortium body, who may require that certain conditions are fulfilled by the withdrawing Party, in the interest of the Project.

In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement on how to reallocate the requesting Party's tasks under the Consortium Plan, and their related budget and EC contribution, so that the overall objectives of the Project can still be met after the Party's withdrawal. Following the decisions above, the Coordinator shall promptly notify the Commission, for its approval and any needed Grant Agreement amendment procedure.

If the Commission will consider the termination **improper**, the withdrawing Party will be considered responsible and shall indemnify and hold other Parties harmless from and against any loss, liability, damage, cost or expense, including reasonable attorney's fees, incurred by the other Parties as effect of the improper termination.

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify the Coordinator, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project as soon as it becomes aware of it.

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

Notwithstanding the above, each Party undertakes to inform the recipient Party of proprietary rights of third parties he is aware of and of the related potential infringement.

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

Section 6: Governance structure

6.1 General structure

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

- General Assembly, as the ultimate decision-making body of the consortium;
- Management Support Team, as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly;

The Management Support Team.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Management Support Team shall assist the General Assembly and the Coordinator.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- shall be represented at any meeting of such Consortium Body;
- may appoint a substitute by presenting a proxy statement to the chairperson of the General Assembly, in order to attend the meeting and vote; such substitute shall be bound by the non-disclosure obligations such as described in Section 10 of this Consortium Agreement;
- shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly

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

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
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6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
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6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

- If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days.
- If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3 Defaulting Parties may not vote or shall their presence account for the necessary quorum.

The Coordinator may not vote on decisions regarding a proposal to the Commission for a change of the Coordinator.

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

6.2.3.5 The present or represented Members may decline to participate in a vote of the General Assembly by stating that they abstain, in which case they shall not be counted for the purposes of determining the majority of the votes. On the contrary, the abstaining Members shall be counted for the purpose of determining the quorum of validity.

6.2.3.6 When a decision has been adopted or rejected, it may be reconsidered and proposed in another further meeting of the General Assembly only if the request comes at the initiative of at least two-thirds of the Members.

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. The exercise of the veto shall be supported by a written justification by the Party exercising such veto:

- within 15 calendar days after the meeting at which the veto is exercised or
- within 15 calendar days after the draft minutes are sent.

In both cases the written justification will be made available to all Parties.

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

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

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

6.2.5 Minutes of meetings

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

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

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

If requested, the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

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

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

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

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

6.3.1.2 Decisions

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

In addition, all submitted by the Support Management Team shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan

- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)]

Evolution of the consortium

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

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- transmitting documents and information connected with the Project to any other Parties concerned, including copies of Accession documents and changes of contact information to the Parties;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement

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

6.5 Management Support Team

6.5.1 The Management Support Team shall consist of the the Project Manager and project Work Packages leaders.

It shall assist and facilitate the work of the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

The Project Manager shall chair all meetings of the Management Support Team.

6.5.2 The Management Support Team shall act also as an intermediate body of the Consortium Bodies and shall be in charge of formulating proposals to the General Assembly and of taking decisions for the implementation of the project.

Each Party, in case of disagreement, may request that a decision taken by the Management Support Team shall be discussed and approved by the General Assembly.

6.5.3 The Management Support Team shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly.

6.5.4 It shall seek a consensus among the Parties.

6.5.5 The Management Support Team shall be also responsible for the proper execution and implementation of the decisions of the General Assembly.

6.5.6 The Management Support Team shall monitor the effective and efficient implementation of the Project.

6.5.7 In addition, the Management Support Team shall assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Management Support Team shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan;
- the approval of reports by the Funding Authority; and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan, will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor.

Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. In the event of any additional costs which are not covered by the Defaulting Party, the remaining Parties shall in good faith negotiate on how to cover these additional costs.

7.2 Budgeting

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

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator. In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Payment schedule

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned. The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement. The Coordinator is entitled to recover any undue amount already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

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Section 8: Results

8.0 Ownership of Results

Results are owned by the Party/ies that generates/generate them.

In case of Results generated within easily identifiable project work packages, Results are owned by the Party/ies that worked at those work packages.

EC-GA Article 26 - Ownership of Results, Art. 27 –Protection of Results-Visibility of EU Funding, Art. 28 - Exploitation of Results shall apply with the following additions.

8.1 Joint ownership

If, within the Project implementation, one or more Parties contribute(s) to generate a joint invention, design or work is made and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant Results, the co-owners shall agree on all protection measures, shares of ownership and on the division of related costs in a co-ownership agreement to be negotiated in advance.

Such co-ownership agreements shall specify, inter alia, the applicable arrangements in case of extension of rights such as filing, prosecuting and maintaining intellectual property rights and the sharing of the related costs.

Unless otherwise agreed in the co-ownership agreement, the share of each of the co-owners shall be proportional to the resources invested in generating such Results by each, whether human, financial or intellectual.

8.1.2 Use of jointly owned Results

Where no co-ownership agreement has yet been concluded or in absence of a co-ownership agreement, each of the joint owners shall be entitled to use the jointly owned Results as follows: each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

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

at least 45 days prior notice must be given to the other joint owner(s);

- with the prior consent of the other joint owner(s), provided such consent shall not be unreasonably withheld; and
- fair and reasonable compensation, based on the resources invested in generating such Results, must be provided to the other joint owner(s).

8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results or, unless agreed otherwise in a joint ownership agreement, of its own share of jointly owned Results, following the procedures of the Grant Agreement Article 30.

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

8.2.3 The transferring Party shall, however, at the time of the transfer, 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 (3) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. In this case, notice of the transfer will be given as soon as possible and in any case not later than 30 (thirty) days after the transfer.

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

8.3 Dissemination

8.3.1 Dissemination of own Results

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

prior notice of any planned publication shall be given, including copy of the proposed publication, to the other Parties at least 30 calendar days before the intended date of publication;

any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties concerned within 15 calendar days after receipt of the notice;

if no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

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

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

8.3.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. The Party owning the Results or Background amalgamated with the Results of the Party wishing to publish shall be entitled to object to the planned publication in accordance with article 8.3.1.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks of the Parties

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

8.3.5 Logo and trademark of the Project

Each Party shall be entitled to use any logo or trademark of the Project royalty-free and on a non-exclusive basis for the execution of the Project only, even if such logo or trademark has been filed by a single Party only.

The Parties shall agree on further rules on use of the logo and/or trademark of the Project and its possible needed protection measures in a specific agreement.

8.4 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 60 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 60 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

8.5 No competition

The Parties agree that in no case for a period of three years since the completion of the Project (Final Acceptance by the Funding Authority) any Party is allowed to make commercial use of any Results or part of the Results of the project in a competitive manner which may harm the Legitimate interests of the other Parties.



Section 9: Access Rights

9.1 Background included

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

Data, know-how or information not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

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

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party needs Access rights to Background of other Parties. For the avoidance of doubt, the owner is under no obligation to agree to additions of its Background to Attachment 1.

9.1.4 If a Party wishes to list specific Background as excluded, it shall identify such background in Attachment 2. The owning Party may withdraw any of its background from Attachment 2 during the Project by written notice to the Coordinator and to the other Parties.

However, only the General Assembly can permit a Party to add background to Attachment 2, according to Section 6.3.1.2.

9.2 General Principles

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

9.2.1.1 Each Party shall inform the Consortium as soon as possible of any limitation to the capacity of granting Access Rights to background or of any other restriction which might substantially affect the granting of Access Rights.

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

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense unless expressly agreed otherwise in writing by all the Parties concerned.

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

9.2.4 Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.

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

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

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purposes, only for so long as it is necessary for those purposes and that appropriate confidentiality obligations are in place.

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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

Access rights to Results for internal non-commercial research activities and for non-commercial educational purposes shall be granted on a royalty-free basis.

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

9.8.2 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.

9.8.3 A Party granting Access Rights to Software may ask the requesting Party to settle a separate License Agreement which specifies terms and conditions for the aforesaid Access Rights.

9.8 Specific provisions for Access Rights to Software

9.8.2. General principles

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

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

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

9.8.3. Access to Software

Access Rights to Software which is Results shall comprise:

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

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

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results- Rights of a Party

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

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;
- provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

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

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code which is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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

Section 10: Non-disclosure of information

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

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

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

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

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

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

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court

or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included);
- Attachment 2 (Background excluded);
- Attachment 3 (Accession document);
- Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2);
- Attachment 5 (Identified Affiliated Entities);
- Attachment 6 (List of Members and other contact person)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

The change of the contact persons list does not require the signature of an amendment of the Consortium Agreement.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Parties agrees to inform each other and discuss about the consequences thereof.

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle amicably any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 90 days, the courts of Brussels shall have exclusive jurisdiction.

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

Section 12: Signatures

AS WITNESS:

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

Esri Italia

Name(s) Bruno Aster
Title(s) Sales Manager
Date _____

Signature _____

AGENZIA REGIONALE PREVENZIONE E AMBIENTE DELL'EMILIA ROMAGNA

Name(s) _____
Title(s) _____
Date _____

Signature _____

AGENCIA ESTATAL DE METEOROLOGIA

Name(s) _____
Title(s) _____
Date _____

Signature _____

INSTITUT NATIONAL DE HIDROLOGIE SI GOSPODARIRE A APELOR

Name(s) _____
Title(s) _____
Date _____

Signature _____

ADMINISTRATIA NATIONALA DE METEOROLOGIE R.A.

Name(s) _____
Title(s) _____
Date _____

Signature _____

ALMA MATER STUDIORUM – UNIVERSITA' DI BOLOGNA

Name(s) _____
Title(s) _____
Date _____

Signature _____

ASOCIATION FERAGUA DE COMUNIDADES DE REGANTES DE ANDALUCIA

Name(s) _____
Title(s) _____
Date _____

Signature _____

SERCO BELGIUM

Name(s) _____
Title(s) _____
Date _____

Signature _____

TECHNISCHE UNIVERSITEIT DELFT

Name(s) _____
Title(s) _____
Date _____

Signature _____

Universidad de Castilla - La Mancha

Name(s)

Title(s)

Date _____

Signature _____

UNIVERSITE CHOUAIB DOUKKALI

Name(s)

Title(s)

Date _____

Signature _____

AGROMET S.R.L.

Name(s)

Title(s)

Date _____

Signature _____

CONSORZIO DI BONIFICA DI SECONDO GRADO PER IL CANALE EMILIANO ROMAGNOLO

Name(s)

Title(s)

Date _____

Signature _____

ALIARA AGRICOLA S.L.

Name(s)

Title(s)

Date _____

Signature _____

ARYAVARTA SPACE ORGANIZATION

Name(s)

Title(s)

Date _____

Signature _____

Attachment 1: Background included

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

PARTY 1

As to Esri Italia, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Esri ArcGIS Platform	Access to the platform will be granted to partners only for the purpose and duration of the project, after a formal written request to Esri Italia. The request may be neglected by Esri Italia if considered out of the scope of the project.	Access to the platform will be granted to partners only for the purpose and duration of the project, after a formal written request to Esri Italia. The request may be neglected by Esri Italia if considered out of the scope of the project.

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2

As to ARPA-ER, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Models: <ul style="list-style-type: none"> • Soil water dynamics and balance model Criteria3D • Crop phenology and growth model Criteria • Empirical-statistical procedure for ground water level assessment from precipitation • Spatial interpolation procedures of weather data (solar radiation, air temperature, rainfall etc.) 	No limitations for MOSES project	No limitations for MOSES project
Remote sensing: <ul style="list-style-type: none"> • iColt - Multitemporal early crop classification procedure 	No limitations for MOSES project	No limitations for MOSES project
Weather forecasting <ul style="list-style-type: none"> • Models and procedures for statistical downscaling of seasonal forecasts • Weather generator routines (generating daily data from seasonal forecasts) • Models and procedures for limited area numerical forecasts 	No limitations for MOSES project	No limitations for MOSES project

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

PARTY 3

As to AEMET, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Seasonal probabilistic forecasting	No limitations for MOSES project	No limitations for MOSES project

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

PARTY 4

As to Intitul National de Hidrologie si Gospodarire a Apelor, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Intitul National de Hidrologie si Gospodarire a Apelor shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5

As to Administratia Nationala de Meteorologie R.A., it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of IntiAdministratia Nationala de Meteorologie R.A. shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

As to Alma Mater Studiorum – Università di Bologna, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Alma Mater Studiorum – Università di Bologna shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 7

As to Asociation Feragua de Comunidades de Regantes de Andalucia, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Asociation Feragua de Comunidades de Regantes de Andalucia shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

As to Serco Belgium, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Serco Belgium shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 9

As to Technische Universiteit Delft, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Technische Universiteit Delft shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

As to Universidad de Castilla - La Mancha, it is agreed between the parties that, to the best of their knowledge

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Basic Processing of satellite imagery	No limitations for MOSES project	No limitations for MOSES project
Know-how to implement root soil water balance remote sensing driven	No limitations for MOSES project	No limitations for MOSES project

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

PARTY 11

As to UNIVERSITE CHOUHAB DOUKKALI, it is agreed between the parties that, to the best of their knowledge that:

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

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

PARTY 12

As to Agromet Srl, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Agromet Srl shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 13

As to Consorzio di bonifica di secondo grado per il Canale Emiliano Romagnolo, it is agreed between the parties that, to the best of their knowledge that:

No data, know-how or information of Consorzio di bonifica di secondo grado per il Canale Emiliano Romagnolo shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 14

As to Aliara Agricola S. L., it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of Aliara Agricola S. L. shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 15

As to Aryavarta Space Organization, it is agreed between the parties that, to the best of their knowledge,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Soil moisture model (climate model) focusing on moisture measurement in soil and vegetation	Aso will run the model based on the given data and provide details of soil moisture back to the partners with the analysis	

Option 2: No data, know-how or information of Aryavarta Space Organization shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

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Attachment 2: Background excluded

- UCLM hereby excludes from its obligation to grant Access Rights to Background all Background generated by UCLM other than that generated by the research and Background derived from other projects which UCLM due to third party rights is not able to grant access rights.

DRAFT

Attachment 3: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

Esri Italia

Signature(s) _____

Name(s) _____

Title(s) _____

Attachment 4: Identified Affiliated Entities according to Section 9.5

Parties	Name of Affiliates	Address of Affiliates
1	Esri Italia S.p.A.	Via Tiburtina 755 I-00159 Roma (Italy)
2	ARPA Emilia Romagna	
3	Ag. Estatal Meteorologi	Leonardo Prieto Castro 8 28071 Madrid (Spain)
4	Ist. National Hidrologi	
5	Administratia Nationala de Meteorologie R.A	Sos. Bucuresti-Ploiesti 97, 013686, Bucharest (Romania)
6	Alma Mater Studiorum	
7	Asociation Feragua	
8	Serco Belgium	
9	Technische Universiteit Delft	
10	Universidad de Castilla - La Mancha	Campus Universitario s/n 02071 Albacete (Spain)
11	Universite Chouaib Doukkali	
12	Agromet s.r.l.	
13	Consorzio Bonifica Canale Emiliano Rom.	
14	Aliara Agricola S.L.	Matadero, 11 45600 Talavera de la Reina (Spain)
15	Aryavarta Space Organization	2-15, Simandhar Apartments, Behind Dharnidhar Derasar, Vasna, Ahmedabad 380007, Gujarat, India

Attachment 5: List of Members and other contact person

Points of contact for Technical Matters:

Member	Name	Phone	Fax	e-mail
Esri Italia	Angelo Amodio	(+39).06.4069625 7	(+39).06.4069633 3	aamodio@esriitalia.it
ARPA Emilia Romagna				
Ag. Estatal Meteorologia	Ernesto Rodriguez-Camino	(+34) 91 5819869	(+34) 91 5819 767	erodriguezc@aemet.es
Ist. National Hidrologie				
Administratia Nationala de Meteorologie	Aristita Busuioc	(+40).021.316311 6	(+40).021.316314 3	busuioc@meteoromania.ro aristita_busuioc@yahoo.com
Alma Mater Studiorum				
Asociation Feragua				
Serco Belgium	M. Gabriella Scarpino	(+39).06.9835444 5	(+39).06.9419426	Gabriella.Scarpino@serco.com
Consorzio Bonifica Romagna				
Technische Universiteit Delft				
Universidad de Castilla – La Mancha	Alfonso Calera	(+34)967599286	(+34)967599349	Alfonso.calera@uclm.es
Universite Chouaib Doukkali				
Agromet s.r.l.				
Consorzio Bonifica Canale Emiliano Rom.				
Aliara Agricola S.L.	Vicente Bodas	(+34)686976852		vicente@cital.es
Aryavarta Space Organization	Rushi Ghadawala	+1 (416) 909-3795		pd.aryavarta@gmail.com

Points of contact for Financial Matters:

Member	Name	Phone	Fax	e-mail
Esri Italia	Fabrizio Pauri	(+39).06.4069621 0	(+39).06.4069633 3	fpauri@esriitalia.it
ARPA Emilia Romagna				
Ag. Estatal Meteorologia	Manuel Palomares	(+34) 91 5819735	(+34) 91 5819896	mpalomaresc@aemet.es
Ist. National Hidrologie				
Administratia Nationala de Meteorologie	Aristita Busuioc	(+40).021.316311 6	(+40).021.316314 3	busuioc@meteoromania.ro aristita_busuioc@yahoo.com
Alma Mater Studiorum				
Asociation Feragua				
Serco Belgium	Gerard O'Mahony Guido Vingione	(+32).02.7756001 (+39).06.9418073 6	(+32).02.7745362 (+39).06.9419426	Gerard.OMahony@serco.com Guido.Vingione@serco.com
Consorzio Bonifica Romagna				
Technische Universiteit Delft				
Universidad de Castilla – La Mancha	Alfonso Calera	(+34)967599286	(+34)967599349	Alfonso.calera@uclm.es
Universite Chouaib Doukkali				
Agromet s.r.l.				
Consorzio Bonifica Canale Emiliano Rom.				
Aliara Agricola S.L.	Vicente Bodas	(+34)686976852		vicente@cital.es
Aryavarta Space Organization	Poojan Chokshi	+91 99251 95495		dpd.aryavarta@gmail.com

N. proposta: PDEL-2015-46 del 12/05/2015

Centro di Responsabilità: Servizio Idro-Meteo-Clima

OGGETTO: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Managing crOp water Saving with Enterprise Services" - MOSES - ID 642258.

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile dell'Area Bilancio e Controllo Economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpa sul Decentramento amministrativo.

Data 12/05/2015

Il Dirigente
