



CONSORTIUM AGREEMENT

TRANSWORLD

Redefining the transatlantic relationship and its role in shaping global governance

Final Version
08 February 2012

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on 2011-12-14, hereinafter referred to as "Effective Date"

BETWEEN:

- **Istituto Affari Internazionali (IAI)**, established in Via Angelo Brunetti 9, ROME, 00186, Italy. **(The Coordinator)**
Represented by Ettore Greco, Director, and/or Nathalie Tocci, Deputy Director.
- **The German Marshall Fund of the United States - A Memorial To the Marshall Plan (GMFUS)**, established in R Street NW 1744, Washington DC, 20009, United States.
Represented by Ken Crognale, Chief Financial Officer and/or Craig Kennedy, President.
- **The University of Edinburgh (UEDIN)**, established in Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom.
Represented by Angela Noble, Senior European Funding Advisor and/or Fiona Campbell, Deputy Head, Legal.
- **Freie Universitaet Berlin (FUB)**, established in Kaiserswertherstrasse 16-18, Berlin, 14195, Germany.
Represented by Peter Lange, Director of the Administration & Finance Department.
- **Fondation Nationale des Sciences Politiques (Sciences Po)**, established in Rue Saint-Guillaume 27, Paris, 75337, France.
Represented by Richard Descoings, Administrator and/or Jean-Claude Casanova, President.
- **Sabanci University (SU)**, established in Orhanli Tuzla, Istanbul, 34956, Turkey.
Represented by A. Nihat Berker, President and/or Haluk Bal, Secretary General.
- **The Royal Institute of International Affairs (RIIA)**, established in ST James's Square 10, London, SW1Y 4LE, United Kingdom.
Represented by Paul Curtin, Finance Director.
- **European University Institute (EUI)**, established in Via dei Roccettini 9, San Domenico Di Fiesole (Firenze), 50014, Italy.
Represented by Pasquale Ferrara, Secretary General and/or Roberto Nocentini, Director of Budget and Financial Affairs Service.
- **Universita' degli Studi di Siena (UNISI)**, established in Via Banchi di Sotto 55, Siena, 53100, Italy.
Represented by Angelo Riccaboni, Rector.
- **Univerzita Karlova V Praze (CHAR)**, established in Ovocnytrh 5, PRAHA 1, 11636, Czech Republic.
Represented by Václav Hampl, Rector and/or Jakub Končelík, Dean of the Faculty of Social Sciences.

- **Universitaet Mannheim (UMA)**, established in Schloss, MANNHEIM, 68131, Germany.
Represented by Susann-Annette Storm, Chancellor and/or Isabel Stassen-Rapp, Head of HR.
- **The European Omnibus Survey SCRL (EOS)**, established in Avenue Herrmann Debroux 40, Brussels, 1160, Belgium.
Represented by Pascal Chelala, Management Director and/or Guillaume Rainsard, Deputy Managing Director.
- **American University (AU)**, established in Massachussetts AVE NW 4400, Washington DC, 20016, United States.
Represented by Jonathan Tubman, Vice Provost for Graduate Studies and Research.

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

relating to the Project entitled

Redefining the transatlantic relationship and its role in shaping global governance

in short

TRANSWORLD

hereinafter referred to as "Project".

WHEREAS:

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Plan"

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

"Consortium Budget"

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

“Defaulting Party”

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

“Needed” means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

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

“Software”

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

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the 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.

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.

Subject to full signature, this Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new Party enters the Consortium upon signature of the Accession document (Attachment 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 EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties and shall not knowingly provide any information, Background or Foreground which it is not entitled to so provide for the purposes of the Project.

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the Party appointed by the General Assembly if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is not remedied within that period or is not capable of remedy, the General Assembly may declare the Party to be a Defaulting Party and 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 solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties of which such Party is not aware.

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
- subject as aforesaid, no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliates) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure 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 Consortium Bodies

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

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

Steering Committee, as described in Annex I to the EC-GA, as the responsible body for the execution of the Project.

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

6.2 Members

6.2.1 General Assembly

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

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly.

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.2.2 Steering Committee

The Steering Committee shall consist of a representative from each of the project’s Work Package leaders, with the exception of the Coordinator which will be represented by two persons, as described in Annex I to the EC-GA.

The Coordinator shall chair all meetings of the Steering Committee.

6.3 Operational procedures of the Consortium Bodies

6.3.1 Representation in meetings

Any Member of the Consortium Bodies:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The General Assembly shall convene upon written request (including by email) of the Coordinator. Any Member other than the Coordinator may request a General Assembly to the Steering Committee, which will decide upon such request according to its procedural rules. Electronic meetings shall be accorded preference.

The Steering Committee shall convene according to the terms described in Annex I to the EC-GA.

6.3.2.2 Notice of a meeting:

The Coordinator shall give notice in writing (including by email) of a meeting (including meetings via electronic means) of the General Assembly and the Steering Committee to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The Coordinator shall email each Member a written agenda prior to the meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding an ordinary meeting and 3 calendar days preceding an extraordinary meeting.

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

6.3.2.7 Meetings of the Consortium Bodies may also be held by teleconference or other telecommunication means.

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

6.3.3 Voting rules and quorum of the General Assembly

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

6.3.3.2 Decisions in the General Assembly shall be made by simple majority voting, with weighted votes. The weight of the vote of each Partner Representative is proportional to the amount of effort, measured in person months, that his/her institution has in the project plan. However, the General Assembly will take the legitimate interests of Parties with a small weight of votes into consideration in its decisions in a manner of good faith

6.3.3.4 Defaulting Parties may not vote.

6.3.4 Voting rules and quorum of the Steering Committee

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

6.3.4.2 Each Member of the Steering Committee shall have one vote, with the exception of the two Members representing the Coordinator, who shall have one vote only.

6.3.4.3 Decisions shall be taken as follows: unanimity shall be required in the first voting round. If unanimity is not reached, simple majority shall apply in the second voting round. .

6.3.5 Minutes of meetings

6.3.5.1 The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members.

6.3.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member who was in attendance at the relevant meeting has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Bodies, who shall safeguard them.

6.3.6 Decisions of the General Assembly

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)

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
- 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 European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.7 Decisions of the Steering Committee

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

The following decisions shall be taken by the Steering Committee

- making proposals to the Parties for the review and/or amendment of the terms of the GA in accordance with the provisions of Article II.36 thereof and this CA;
- deciding upon any change and exchange of work packages between the Parties and proposing corresponding amendments to the GA;
- deciding upon procedures and tools for the marking and handling of information exchanged between Parties in the performance of the Project
- evaluating opportunities for co-operation with other projects and deciding to propose to the Parties that they enter into a Project Co-operation Agreement with the parties of another project;
- overview and management of the Project;

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

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- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- Collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission
- Proposing decisions and preparing the agenda of the General Assembly and Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- Transmitting promptly documents and information connected with the Project,
- Administering the financial contribution of the Union and fulfilling the financial tasks described in Article 7.
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

6.5 Supporting Bodies

6.5.1 Project Management Team

The Project Management Team shall assist the Coordinator in the day-to-day management of the Project.

6.5.2 External Expert Advisory Board

An Advisory Board (AdBo) shall support the Steering Committee. The AdBo shall serve as an external body tasked with providing the Coordinator and the Steering Committee with independent scrutiny on the project's development and enhance the dissemination potential of the project. It shall take part in the plenary conferences of the project and the Steering Committee meetings. The AdBo shall be composed of individuals with experience in academia, government and international organisations shall receive all project's scientific materials and be called to give their feedback. The Project's Advisory Board shall be composed of six members: one European, one North American as well as one member per each of the BRIC countries (Brazil, Russia, India and China).

The Steering Committee shall ponder the possibility of committing AdBo members to signing a non-disclosure agreement with the Consortium.

Section 7: Financial provisions

7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

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

A Party leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission. Furthermore a Defaulting Party shall bear any additional costs reasonably incurred, or to be incurred, by the other Parties in order to perform its and their tasks, in either case as a result of such Party's having left the Consortium. Such other Parties shall use their reasonable endeavours to minimise such additional costs.

7.2 Budgeting

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

7.2.2 Budgeting of coordination costs

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

7.3 Payments

The Co-ordinator shall receive all payments made by the European Commission and distribute them without unjustified delay to the Parties in successive payments.

Section 8: Foreground

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

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
at least 45 days prior notice must be given to the other joint owner(s); and
fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

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

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

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3 Dissemination

8.3.1 Publication

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

Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 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 objecting Party's legitimate academic or commercial interests would be materially compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background would be adversely affected.

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 actions are performed following the discussion.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that referred to in Attachment 1 shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

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

9.2.2 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.

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

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

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

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

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

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground 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 Art. 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 shall be entitled to Access Rights under the conditions of the EC-GA Article II.34.3.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 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 EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 years after the end of the Project:

- 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

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- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.
- 10.3** The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.
- 10.4** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- 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 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 EC-GA;
 - 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 Art. 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.
- 10.8** The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background excluded)
Attachment 2 (Accession document)
Attachment 3 (Listed Affiliated Entities)

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

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.6 require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

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

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

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


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

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.

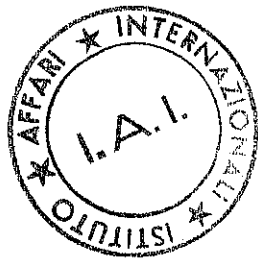
Istituto Affari Internazionali (IAI)

Signature: 

Name: Ettore Greco

Title: Director

Date: 08/02/2012



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The German Marshall Fund of the United States (GMFUS)

Signature: 

Name: Ken Crognale

Title: Chief Financial Officer

Date: *15 Feb 2012*

The University of Edinburgh (UEDIN)

Signature: *A. Noble*

Name: Angela Noble

Title: Senior European Funding Advisor

Date:

07 MAR 2012

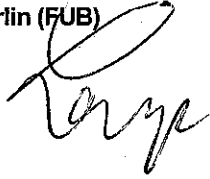
The University of Edinburgh
Old College, South Bridge
Edinburgh EH8 9YL



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Freie Universitaet Berlin (FUB)

Signature:



Name: Peter Lange

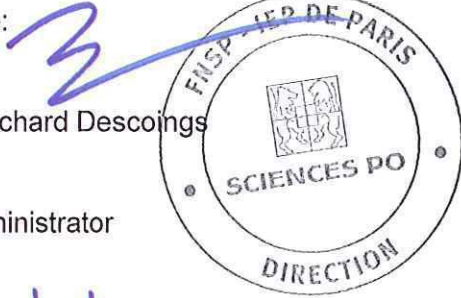
Title: Director of the Administration & Finance Department

Date: *Berlin, 29.12.2012*

FREE UNIVERSITÄT BERLIN
DAS PRÄSIDIUM
Abt.: VI – Drittmittelverwaltung DMV
Kaiserswerther Str. 16-18
14195 Berlin

Fondation Nationale des Sciences Politiques (Sciences Po)

Signature:



Name: Richard Descoings

Title: Administrator

Date: 29/02/2012

Sabancı University (SU)

Signature:

Name: A. Nihat Berker

Title: President

Date: 13.02.2012



Signature:

Name: Haluk Bal

Title: Secretary General

Date: 13.02.2012



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The Royal Institute of International Affairs (RIIA)

Signature:



Name: Paul Curtin

Title: Finance Director

Date:

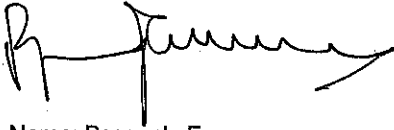
8 March 2012

**THE ROYAL INSTITUTE OF
INTERNATIONAL AFFAIRS**
Chatham House
10 St. James Square
London SW1Y 4LE

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European University Institute (EUI)

Signature:



Name: Pasquale Ferrara

European University Institute
Title: Secretary General
Via dei Roccettini 9
50014 S. Domenico di Fiesole (Florence) ITALY

Date: 5/3/2012

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Universita' degli Studi di Siena (UNISI)

Signature:

IL RETTORE
Angelo Riccaboni

Name: Angelo Riccaboni



Title: Rector

Date:

21 MAR. 2012

Univerzita Karlova v Praze (CHAR)

Signature:



Name: Václav Hampl

Title: Rector

Date:

70/2/2012



Universitaet Mannheim (UMA)

Signature: *Stassen-Rapp*

Name: Isabel Stassen-Rapp

Title: Head of HR

Date: *10.02.2012*



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The European Omnibus Survey SCRL (EOS)

Signature:

Name: Pascal Chelala

Title: Management Director

Date: 10-02-2012

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American University (AU)

Signature: 

Name: Jonathan Tubman

Title: Vice Provost for Graduate Studies and Research

Date: 02/23/12

[Attachment 1: Background excluded]

Background excluded from Access Rights:

The **Istituto Affari Internazionali (IAI)** hereby excludes:

- Background developed by scientists not participating in the Project;
- Background developed by scientists participating in the Project which is outside the scope of the Project.

The **Fondation Nationale des Sciences Politiques (Sciences Po)** hereby excludes:

- Background developed by scientists not participating in the Project;
- Background developed by scientists participating in the Project which is outside the scope of the Project.

The **Univerzita Karlova V Praze (CHAR)** hereby excludes:

- Background developed by scientists not participating in the Project;
- Background developed by scientists participating in the Project which is outside the scope of the Project.

The **Universitaet Mannheim (UMA)** hereby excludes:

- Background developed by scientists not participating in the Project;
- Background developed by scientists participating in the Project which is outside the scope of the Project.

The **University of Edinburgh (UEDIN)** hereby excludes;

- all Background developed by scientists not participating in the Project;
- all Background which is outside the scope of the Project; and
- all Background which is subject to any contractual obligation restricting UEDIN's right to make the same available.

The **American University (AU)** hereby excludes:

- Background developed by scientists not participating in the Project;
- Background developed by scientists participating in the Project which is outside the scope of the Project.

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

[Attachment 2: Accession document]

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 3: Listed Affiliated Entities]

None