

## 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 EC Grant Agreement, adopted on 10 April 2007 hereinafter referred to as the Grant Agreement and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the Grant Agreement

and is made on 1st September 2010, hereinafter referred to as “the Effective Date”

BETWEEN:

(1)	The University of Birmingham	of	United Kingdom	(UBham, the Coordinator)
(2)	University of Antwerp	of	Belgium	UA
(3)	Institute for Environmental Studies, part of the Vereniging voor Hoger Christelijk Onderwijs, Wetenschappelijk Onderzoek en Patientenzorg	of	Netherlands	VU-IVM
(4)	Flemish Institute for Technological Research	of	Belgium	VITO
(5)	IVL Swedish Environmental Research Institute Limited	of	Sweden	IVL
(6)	Stockholm University	of	Sweden	SU
(7)	Norwegian Institute of Public Health	of	Norway	NIPH
(8)	Academisch Medisch Centrum bij de Universiteit van Amsterdam	of	Netherlands	AMC
(9)	University of Reading	of	United Kingdom	UoR

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

relating to the Project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts’

hereinafter referred to as “Project”

which is to be the subject of Grant Agreement No.264600 between the Commission and the Consortium

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 “Marie Curie Actions—Networks for Initial Training (ITN)”.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant 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 for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein, with the exception that the revised definitions of ‘Background’ and ‘Foreground’ which are detailed in Article 9.7.1 shall apply where appropriate.

### 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 Supervisory Board.
“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 Supervisory Board 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.
“Effective Date”	Effective date means the date on which this Consortium Agreement becomes effective.
“Needed”	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.
“Sideground”	Sideground means information other than Foreground developed or otherwise acquired by a Party after entering into the Agreement that is introduced into the Project by that Party for the implementation of the Project.
“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.
“Supervisory Board”	The Supervisory Board is described in Section 6 and is the ultimate decision making body of the Consortium.

## 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.

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

Any new Party joining the Consortium shall accede to both the CA (using the Accession document Attachment 3) and the Grant Agreement, using an appropriate Accession Document. It shall accede to the Consortium Agreement before submission of the request for Amendment of the EC Grant Agreement is submitted to the Commission, but shall only become a member of the Consortium when the Amendment to the Grant Agreement is accepted by the Commission.

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfillment of all

obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Grant Agreement Article II.36 and II.37).

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in the respective articles.

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 Supervisory Board 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, unless specified otherwise in 11.7.

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 provide promptly 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 the responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Coordinator will give written notice requiring that such breach be remedied within 30 calendar days.

In the event that a responsible Consortium Body identifies a breach by the Coordinator, then that Consortium Body shall nominate one of its members who will give written notice requiring that such breach be remedied within 30 calendar days.

If the breach is not rectified within 30 days, the Supervisory Board may decide to declare the Party to be a Defaulting Party and then decide on the consequences thereof.

### 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 Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties regarding Background and Foreground.

## Section 5: Liability towards each other

### 5.1 No warranties

In respect of any information or materials 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.

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

### 5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for punitive damages, 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 Grant Agreement.

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

The terms of this Consortium Agreement shall not be construed to amend or limit any non-contractual liability.

### 5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations 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.

Any Party which has been affected by a Force Majeure event will notify, in writing, the competent Consortium Body(ies) of any Force Majeure as soon as possible. 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:

The Coordinator

The Supervisory Board as the executive body

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 Grant Agreement and this Consortium Agreement.

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

Each Party shall use reasonable endeavours to ensure continuity of its representation on the Supervisory Board.

Each Party shall have the right to replace its representative on the Supervisory Board and/or to appoint a proxy. In the event that any Party does choose to replace its representative or appoint a proxy, it shall inform the Coordinator as soon as reasonably possible, and the Coordinator shall inform the other Parties.

Any member of a Consortium Body:

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

### 6.2.2 Preparation and organisation of meetings

Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	Once every six months	At any time upon written request of 1/3 of the members of the Supervisory Board

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.

	Ordinary meeting	Extraordinary meeting
Supervisory Board	60 calendar days	15 calendar days

Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each member of that Consortium Body a written (original) agenda within the minimum number of days preceding the meeting.

Supervisory Board	7 calendar days
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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 within the minimum number of days preceding the meeting.

Supervisory Board	2 calendar days
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During a meeting the members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

Any decision may also be taken without a meeting by circulating to all members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all members of the Consortium Body.

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

Decisions may only be executed once the relevant part of the Minutes is accepted according to Article 6.2.5.

### 6.2.3 Voting rules and quorum

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

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

Only one vote per Party.

Defaulting Parties or their representatives may not vote.

Any alleged Defaulting Party may not vote in the decision to declare it in default. Any declaration of default of any Party must be carried by a unanimous vote of all those represented, excluding the alleged Defaulting Party.

All other decisions shall be taken by a simple majority of the votes.

#### 6.2.3.1 Inquorate Meetings

In the event that a meeting of a Consortium Body is inquorate, those members who are present shall proceed with the meeting as though it were quorate. They may vote, but the results of any votes shall

be recommendations rather than decisions.

After the meeting, the Chairperson shall prepare the minutes and shall confer with the members of that Consortium Body about an appropriate date for a second meeting, which may be held by teleconference. The second meeting shall be held within one month of the original meeting, and the date shall be chosen so as to ensure that as many members participate as possible.

When a date has been chosen, the Chairperson will circulate the minutes of the original meeting and the agenda for the second meeting.

#### 6.2.4 Veto rights

A member that 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.

A member may veto such decision during the meeting, or within 1 month after the accepted Minutes of the meeting are sent.

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.

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.

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

#### 6.2.5 Minutes of meetings

The chairperson of a Consortium Body shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft to all of its members within 10 calendar days of the meeting.

The Minutes shall be considered as accepted if, within 21 calendar days from sending, no member has objected in writing to the chairperson with respect to the accuracy of the draft of the Minutes.

The chairperson shall send copies of the accepted Minutes to all of the members of the Supervisory Board and 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 Supervisory Board

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

##### 6.3.1.1 Members

The Supervisory Board shall consist of one representative of each Party as well as the Director of



Training, the Director of Research and two representatives of the trainees and will form the executive body of the project (hereinafter Supervisory Board Member).

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

The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board.

The Parties agree to abide by all reasonable decisions of the Supervisory Board.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions for settlement of disputes in Article 11.8.

#### 6.3.1.2 Decisions

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

The Supervisory Board's main responsibilities will be to:

- Facilitate the effective technical and managerial operation of the project based upon the principles of partner inclusion and even distribution of workload and responsibilities
- Approve reports prepared by the Network Coordinator for delivery to the REA
- Monitor the progress of individual trainees and research tasks via reports from the Director of Training and recommend specific actions where required
- Monitor and evaluate progress towards the research objectives
- Promote additional collaborations and interactions between teams
- Obtain, and respond to advice from the Visiting Researchers on programme direction and international competitiveness.
- Approve the finances and agendas for network ATCs, conference and workshop.
- Facilitate communication between Participants in skills training, sharing of techniques and expanding projects in new directions.

The following decisions shall be taken by the Supervisory Board:

- Content, finances and intellectual property rights
- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Attachment 1: Background included
- Additions to Attachment 2: Background excluded
- Additions to Attachment 4: Listed Affiliated Entities
- Additions to Attachment 6 List of Third Parties

#### Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal

- Declaration of a Party to be a Defaulting Party
- Corrective measures to be required from 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 a suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and/or the Consortium Agreement

#### 6.4 Individuals with Management or Governance Responsibilities.

##### 6.4.1 Coordinator

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 Grant Agreement and in this Consortium Agreement.

The Coordinator will monitor performance by the following indicators:

delivering on a timely basis the deliverables and milestones,  
the generation of new knowledge that is of high quality as shown by the publication in high impact peer reviewed journals and/or generation of quality IP,  
interest that is shown by other partners in the consortium and by other EU and international organizations (Research and application companies).

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 and other deliverables (including financial statements and related certifications) to the European Commission
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to and between Work Package Leaders and Task Leaders and any other Parties, as appropriate.
- administering the Community financial contribution and fulfilling the financial tasks described in Article 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.
- being the focal point of contact with the European Commission.
- monitoring and controlling the progress of the project
- chairing the Supervisory Board
- assessing the performance of INFLAME and analysing and summarising it in the form of a yearly report
- facilitating the resolution of disputes within the consortium
- preparing all reports and information required by the European Commission
- managing the resources in collaboration with the Finance Team at UBham.

If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the European Commission to change the Coordinator.

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

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

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of the Financial Contribution

The financial contribution of the European Commission 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,
- the provisions of payment in Article 7.3
- and in accordance with the Grant Agreement.

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.

In the event that one or more party(ies) has spent less than its (their) allocated share(s) of the Consortium Budget, the Coordinator and the Supervisory Board shall consider an adjustment to the budget to allow the unused funds to be used by (an)other party(ies)

#### 7.1.4 Financial Consequences for a leaving 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, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

### 7.2 Budgeting

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

### 7.2.1 Management costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- reasonable costs of Parties related to
- the delivery of certification of financial statements according to the Grant Agreement
- the certification of the financial/administrative methodology, unless the methodology has already been used by the Beneficiary in a previous Grant Agreement and has not changed (Grant Agreement Article II.4.4 and II.14.1) and/or
- the certification of the simplified method of calculation of a Party's full indirect eligible costs (Grant Agreement Article II.15.6), if any
- costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator and the Management Support Team
- intellectual property protection costs
- costs for publications
- costs for the tasks of chairpersons

### 7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management costs according to Annex II of the Grant Agreement (Grant Agreement Article II.15.5) have to be budgeted separately.

### 7.3 Payments

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 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.

All payments shall be made without undue delay by the Coordinator after receipt of funds from the European Commission in accordance with the Grant Agreement and the accepted decisions of the Supervisory Board on the Consortium Budget, which includes the payment schedule.

Payments to Parties will be handled according to the following two kinds of modalities:

- payments for past performance approved by the European Commission will be compared with the advance payment given to a Party for such past performance; the difference will be balanced directly with the Party concerned
- financing in respect of future work included in the Consortium Plan, which may be forwarded to Parties in separate instalments in conformity with the Grant Agreement and the decisions of the Supervisory Board.

The Coordinator is entitled to withhold any advances either due to a Defaulting Party or to a Beneficiary not being a Party.

The Coordinator is entitled to recover any advances already paid to a Defaulting Party.

## Section 8: Foreground

Regarding Foreground, Grant Agreement Article II.25 - Article II.29 shall apply with the following additions:

### 8.1 Joint ownership

Where several Parties have jointly carried out work generating Foreground and where their respective share of work cannot be ascertained, they shall have joint ownership of such Foreground. They shall establish in writing a joint ownership agreement that specifies the applicable arrangements in case of the extension of rights as well as those applicable to the allocation and assumption of expenses in connection with the necessary protection. The share of each of the Parties to the development of the Foreground shall be defined proportionally to the contribution that each Party has made to the development of the Foreground.

In the absence of such joint ownership agreement or pending its conclusion neither joint owner shall grant any rights under the jointly owned Foreground without the prior and written consent of the other joint owner(s).

In the case a Party (the Originator) decides in its sole discretion that it does not intend to seek adequate and effective protection for its share of the joint invention or if he intends to waive the protection of its share, the Party concerned shall inform the other contributing Parties accordingly at least 45 days before any relevant deadline (e.g. publication date). Any contributing Party interested in applying to obtain and maintain such protection shall advise the other contributing Parties in writing within 10 working days of receipt of relevant notice. In that case the Originator may assign, in its sole discretion, to such other Party(s) all necessary rights which it owns against a reasonable compensation to be agreed upon by the Parties concerned. In case several Parties are interested in so applying, they shall set up amongst themselves and with the Originator appropriate agreements to this end.

For the avoidance of doubt, the Party which assigned its rights shall have at least the same Access Rights as the non-involved Parties.

Each of the joint owners shall however be entitled to use the jointly owned Foreground for internal research and education activities without having to notify or to compensate the other joint owner(s).

### 8.2 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II 27.

It may identify specific third parties to which it intends to transfer its own Foreground in Attachment (6) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article II.27.2.

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

Any addition to Attachment (6) after signature of this Agreement requires a decision of the Supervisory Board.

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 foreseen in Grant Agreement Article II 27.2.

#### 8.2.1 Waive of Protection

In case a Party (“Originator”) decides in its sole discretion that it does not intend to seek adequate and effective protection over certain of its Foreground issuing from the Project, or if the Party concerned intends to waive such protection then, the Originator shall inform the other Parties (via the Coordinator, if this is practical) accordingly at least ninety (90) days before any relevant deadline (e.g. publication).

Any Party interested in applying to obtain and maintain such protection shall advise the other Parties through the Coordinator and in writing within one (1) month of receipt of relevant notice. In that case the Originator may assign, in its sole discretion, to such other Party(s) all necessary rights which it owns against a reasonable compensation to be agreed upon the Parties concerned or find another agreement with such other Party. In case several Parties are interested in so applying, they shall set up amongst themselves and with the Originator appropriate agreements to this end.

For the avoidance of doubt, the Party which assigned its rights shall have at least the same Access Rights as the non-involved Parties.

The foregoing shall be without prejudice to the Access-rights of all Parties that will remain unaffected.

### 8.3 Dissemination

#### 8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.29 of the Grant Agreement.

The Party objecting to a publication has to show that its legitimate interests will suffer disproportionately great harm and shall include a request for necessary modifications.

A copy of any proposed publication in connection with or relating to the Project shall be sent to the Coordinator and to the Parties at the earliest time possible. Any Party may object to the proposed publication within 15 days after receipt of a copy of the proposed publication on any of the following grounds:

that they consider that the protection of the objecting Party's Foreground would be adversely affected by the proposed publication,  
that the proposed publication includes the Confidential Information of the objecting Party, or  
the publication of such information would be contrary to the commercial interests of the objecting Party.

The proposed publication shall not take place until the expiry of the above period of 15 days. In the absence of any objection within the above mentioned period, it is deemed that the Parties agree to the

proposed publication. Following the end of the above mentioned period, the Coordinator shall inform the Parties whether or not any objection has been received.

In the event that an objection is raised on any of the above defined grounds within the above period of 15 days, the Party proposing the publication and the Party objecting shall seek in good faith to agree a solution on a timely basis whereby the protection of the objecting Party's Foreground will not be adversely affected by the proposed publication, or its Confidential Information is excluded.

If a dispute regarding a publication cannot be settled amicably between the Parties concerned within two calendar months the Supervisory Board shall decide the issue, ensuring that their decision is compatible with Intellectual Property Rights, confidentiality obligations and the legitimate interests of the owners of the Foreground.

None of the Parties concerned may withhold its consent to another Party publishing its own Foreground upon the expiry of a period of six calendar months following the first submission of the proposed publication.

For the avoidance of doubt, any submission of information to a standards body which is not made on a confidential basis is considered as being equivalent to the publication of the information.

### 8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, no Party shall have the right to publish or allow the publishing of any data which constitutes Foreground, Sideground, Background or Confidential Information of another Party, even where such data is amalgamated with such first Party's Foreground, Sideground, Background or other information, document or material without the other Party's prior written approval.

### 8.3.3 Cooperation obligations

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

Where a student wishes to include Foreground, Sideground, Background or Confidential Information which belongs to any Party in a thesis or dissertation, the Party which is supervising that student shall ensure that the student informs the Party(ies) which own(s) the Foreground, Sideground, Background or Confidential Information at the earliest opportunity, and not less than 60 days before the planned date of submission.

The Party(ies) which own(s) the Foreground, Sideground, Background or Confidential Information may object to the publication within 15 days after receipt of a copy of the proposed publication on any of the following grounds:

that they consider that the protection of the objecting Party's Foreground would be adversely affected by the proposed publication,  
that the proposed publication includes the Confidential Information of the objecting Party, or  
that the publication of such information would be contrary to the commercial interests of the objecting Party

In the absence of any objection within the above mentioned period, it is deemed that the Parties agree to the proposed publication.



Any Party which raises an objection based on any of these grounds may require that the submission, examination and publication of the dissertation or thesis is made subject to appropriate confidentiality obligations.

Any Party which raises an objection based on any of these grounds may only withhold permission to use the requested Foreground, Sideground, Background or Confidential Information if its legitimate interests can not be adequately protected by the imposition of appropriate confidentiality obligations.

#### 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

The Parties shall identify in Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement. Such identification may be done by e.g.

- naming a specific department of a Party
- and/or by subject matter.

Any Party may add further Background to which it is entitled to grant Access Rights to Attachment 1 during the Project by written notice to the Coordinator. The Coordinator shall notify the other Parties, and shall propose that the change be adopted as an amendment to the Consortium Agreement.

However, only the Supervisory Board can permit a Party to withdraw any of its Background from Attachment 1

The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from the obligation to grant Access Rights. They agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are Needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

In addition, if a Party wishes to exclude specific Background, it shall list 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. The Coordinator shall notify the other partners, and shall propose that the change be adopted as an amendment to the Consortium Agreement.

However, only the Supervisory Board can permit a Party to add Background to Attachment 2.

#### 9.2 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall take all



reasonable steps to ensure that its acts within the Project do not infringe third party property rights.

As provided in the Grant Agreement 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 (e.g. the use of open source code software in the Project).

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

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 Grant Agreement Article II.31.7.

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

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.

#### Requesting and Granting of Access Rights.

Any Party wishing to use Background or Foreground of another Party shall make a written request for Access Rights to the Party which owns the Background or Foreground or which is entitled to grant Access Rights to the Background or Foreground. The request shall fully describe the Background or Foreground to which Access Rights are requested and the purpose(s) for which Access Rights are requested, and shall also explain why Access Rights are Needed.

Any Party which receives a request for Access Rights to Background or Foreground shall respond within 4 weeks stating whether the request is being granted or denied.

If the request is being denied, the response to the request shall include an explanation of the reasons why the request is denied.

If the request is being granted, the Parties concerned shall negotiate a written agreement which will specify any limitations or conditions on the use of the Background or Foreground. The grant of Access Rights shall not be effective until this written agreement has been signed by both Parties.

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 execution of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed in Attachment 1.

#### 9.4 Access Rights for Use

Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on fair and reasonable conditions.

A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

Access rights for internal research activities shall be granted on a royalty-free basis.

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

A request for Access Rights may be made up to 12 months after the end of the Project or, in the case of Art. 9.7.2.2, after the termination of the requesting Party's participation in the Project.

#### 9.5 Access Rights for Affiliated Entities

Affiliated Entities which are established in a Member State or an Associated Country have Access Rights under the conditions of the Grant Agreement Article II.33.3, subject to the provisions of the Consortium Agreement.

The following restrictions shall apply to the granting of Access Rights to Affiliated Entities within this Project:

Only Affiliated Entities which are included in Attachment 4 are entitled to Access Rights.

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

Affiliated Entities which obtain Access Rights shall be obliged by the terms of the grant of Access Rights to fulfill 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 Foreground.

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

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

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

#### 9.6 Additional Access Rights

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

#### 9.7 Access Rights for Parties entering or leaving the Consortium

#### 9.7.1 New Parties entering the Consortium

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

The date of accession of a new Party shall be the date on which the Commission approves the relevant amendment to the EC Grant Agreement.

With respect to any New Party entering the Consortium:

*“Background”* shall mean information which is held by any of the Parties prior to the accession of that New Party to the EC Grant Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to that Grant Agreement, and which is needed for carrying out the Project or for using foreground:

*“Foreground”* shall mean the results, including information, whether or not they can be protected, which are generated under the Project on or after the date of accession of that New Party to the EC Grant Agreement. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

#### 9.7.2 Parties leaving the Consortium

##### 9.7.2.1 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 Supervisory Board to terminate its participation in the Consortium.

##### 9.7.2.2 Non-defaulting Party

A 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. The time limit for its right to request these Access Rights shall start on the same date.

##### 9.7.2.3 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

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.

##### 9.8.1 Background

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

however, be negotiated between the Parties.

## 9.8.2 Source Code

### 9.8.2.1 Foreground - Rights of a Party

Where a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as needed for the use of the Party's own Foreground, 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 Article 9.8.2.1, 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 Article 9.2 of this Consortium Agreement.

### 9.8.2.2 Foreground – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as needed for the use of the Party's own Foreground, 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.

### 9.8.2.3 Background

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

## 9.8.3 Specific formalities

Each sublicense granted according to the provisions of Article 9.8.2 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

## Section 10: Non-disclosure of information

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 at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, 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

- 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 recording, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfillment 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.

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 Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Confidential Information is required to be disclosed in order to comply with applicable laws or regulations or with a court or administrative order.

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.

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

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

The confidentiality obligations under this Consortium Agreement and the Grant Agreement 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 body text and

Attachment 1: Background included

Attachment 2: Background excluded

Attachment 3: Accession document

Attachment 4: Listed Affiliated Entities

Attachment 5: Initial list of members and other contact persons

Attachment 6: List of Third Parties to which transfer of own Foreground is possible without prior notice to other Parties

Attachment 7: Agreement for the Transfer of Material

In case this Consortium Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the appendices and the body 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

Each Party shall nominate a contact person for the receipt of notices and a person to be that Party's representative on the Supervisory Board. Each Party may also nominate additional contact persons for specific purposes.

Each Party shall inform the Coordinator of the details of their contact persons, and the Coordinator shall compile a list of contacts which shall be appended to this Consortium Agreement as Attachment 5.

In the event that any Party wishes to change a contact person, that Party shall notify the Coordinator and the Coordinator shall distribute an amended version of Attachment 5 to each Party. The Coordinator shall propose that the amended Attachment 5 shall be accepted as an amendment to the Consortium Agreement.

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons in Attachment 5.

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7.2.1 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 (e.g. Minutes).

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned. An update of Attachment 5 to be issued by the Coordinator is not regarded as an amendment to this Consortium Agreement.

#### 11.4 Assignment and amendments

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

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

#### 11.5 Mandatory statutory 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 and processes relative thereto.

#### 11.7 Applicable law

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of [Belgium].

#### 11.8 Settlement of disputes

In the event that a dispute arises which might have a significant effect on the project, the Parties involved shall seek to resolve that dispute in accordance with the following principles:

A solution congruent with the aims and objectives of all parties involved should be sought

The dispute should be resolved at the lowest appropriate level

All discussions should be conducted in an open and honest manner.

The Supervisory Board will endeavour to achieve a resolution by consensus.

Any dispute will be discussed first with the Coordinator and only referred to the Supervisory Board if no agreed solution is found at this point. Any Party affected by the dispute may inform the Coordinator, who will assess the facts of the dispute and the potential effect of the dispute on the whole project. In consultation with the EU project team at UBham, the Coordinator will decide on an appropriate course of action.

One possible course of action would be:

A two week period of good faith negotiation between the individuals directly involved in the dispute. If this is not successful, a two week period of good faith negotiation between senior representatives of the Parties involved in the dispute. The senior representatives should not themselves be involved in the project,

If this is not successful, the dispute may be considered at a meeting of the Supervisory Board, which will make a decision. In extreme cases, an emergency meeting of the Supervisory Board may be called for this purpose.

However, the Coordinator shall be free to propose alternative procedures.

Any 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	
<p>AS WITNESS:</p> <p>The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages. Each Party has signed two copies of their signature page, and all have then been signed by the Coordinator. The Coordinator has kept a full set of signed signature pages and each other Party has received a full set of photocopied signature pages plus an original of their own signature page.</p>	
<p>The University of Birmingham Signature(s) Name(s) Title(s)</p>	

[Attachment 1: Background included]

Specific Background to which Access Rights will be granted to other Parties.

In this Annex, the Parties have listed specific items of 'Background' to which they will grant Access Rights upon request.

Any such grant of Access Rights will be subject to all the conditions and requirements of the EC Grant Agreement, unless a variation to these has been agreed in the text of this Consortium Agreement, in this Annex or between the individual Parties concerned.

The University of Birmingham	Any background which is owned by the University and was created by the research group led by Dr. Stuart Harrad, Prof Mark Viant or Prof Kevin Chipman which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
University of Antwerp	Any background which is owned by the University and was created by the research group led by Dr. Adrian Covaci or Prof Ronny Blust which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
Institute for Environmental Studies, part of the Vereniging voor Hoger Christelijk Onderwijs, Wetenschappelijk Onderzoek en Patientenzorg	Any background which is owned by the VU-IVM and was created by Dr. Pim Leonards, Prof.dr. Margot van Eck v.d. Sluijs-van de Bor or Dr. ir. Timo Hamers which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
Flemish Institute for Technological Research	Any background which is owned by VITO and was created by the research group Environmental analysis and Technology under the supervision of Dr. G. Vanermen or Dr. Stefan Voorspoels which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
IVL Swedish Environmental Research Institute Limited	Any background which is owned by IVL Swedish Environmental Research Institute Limited and is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.

Stockholm University	Any background which is owned by the University and was created by the research group led by Dr. Cynthia de Wit, Dr. Ulla Sellström, Dr. Ian Cousins or Dr. Matt MacLeod which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
Norwegian Institute of Public Health	Any background which is owned by the Norwegian Institute of Public Health and was created by Dr. Georg Becher or Dr. Cathrine Thomsen which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
Academisch Medisch Centrum bij de Universiteit van Amsterdam	Any background which is owned by the AMC-UVA and was created by Dr. Leonie van Rijt which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.
Reading University	Any background which is owned by the University of Reading and was created by Dr. Chris Collins which is directly related to the INFLAME project, except for any Background which is already subject to any third party agreement.

[Attachment 2: Background excluded]

Specific Background which will be excluded from the obligation to grant Access Rights to other Parties.

In this Annex, each party has described Background to which they will not automatically grant Access Rights. Each Party has also confirmed that it will not need any 'Background' listed in this Annex in order to complete their share of the project or to use their foreground from this project.

<p>The University of Birmingham</p>	<p>The University of Birmingham specifically excludes all Background that is generated outside the direct supervision of Dr. Stuart Harrad, Prof Mark Viant or Prof Kevin Chipman for this project.</p> <p>The University of Birmingham specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>The University of Birmingham specifically excludes all Background that is generated under the direct supervision of Dr. Stuart Harrad, Prof Mark Viant or Prof Kevin Chipman for this project which is not directly related to this project.</p> <p>The University of Birmingham specifically excludes any background which is held by the University but owned by a Third Party.</p> <p>The University of Birmingham specifically excludes all know-how in patents and current patent applications.</p> <p>The University of Birmingham specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>University of Antwerp</p>	<p>The University of Antwerp specifically excludes all Background that is generated outside the direct supervision of Dr. Adrian Covaci or Prof Ronny Blust for this project.</p> <p>The University of Antwerp specifically excludes all Background that is the subject of an existing third party agreement.</p>

	<p>The University of Antwerp specifically excludes all Background that is generated under the direct supervision of Dr. Adrian Covaci or Prof Ronny Blust for this project which is not directly related to this project.</p> <p>The University of Antwerp specifically excludes any background which is held by the University but owned by a Third Party.</p> <p>The University of Antwerp specifically excludes all know-how in patents and current patent applications.</p> <p>The University of Antwerp specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>Institute for Environmental Studies, part of the Vereniging voor Hoger Christelijk Onderwijs, Wetenschappelijk Onderzoek en Patientenzorg</p>	<p>The VU-IVM specifically excludes all Background that is generated outside the direct supervision of Dr. Pim Leonards, Prof.dr. Margot van Eck v.d. Sluijs-van de Bor or Dr. ir. Timo Hamers for this project.</p> <p>The VU-IVM specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>The VU-IVM specifically excludes all Background that is generated under the direct supervision of Dr. Pim Leonards, Prof.dr. Margot van Eck v.d. Sluijs-van de Bor or Dr. ir. Timo Hamers for this project which is not directly related to this project.</p> <p>The VU-IVM specifically excludes any background which is held by the VU-IVM but owned by a Third Party.</p> <p>The VU-IVM specifically excludes all know-how in patents and current patent applications.</p> <p>The VU-IVM specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>Flemish Institute for Technological Research</p>	<p>VITO specifically excludes all Background that is generated outside the direct supervision of Dr. G. Vanermen and Dr. Stefan Voorspoels for this</p>

	<p>project.</p> <p>VITO specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>VITO specifically excludes all Background that is generated under the direct supervision of Dr. Guide Vanermen and Dr. Stefan Voorspoels for this project which is not directly related to this project.</p> <p>VITO specifically excludes any background which is held by VITO but owned by a Third Party.</p> <p>VITO specifically excludes all know-how in patents and current patent applications.</p> <p>VITO specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>IVL Swedish Environmental Research Institute Limited</p>	<p>IVL Swedish Environmental Research Institute specifically excludes all Background that is generated outside the direct supervision of Anna Palm Cousins, Dr. Eva Brorström-Lundén or Dr. Tomas Rydberg for this project.</p> <p>IVL Swedish Environmental Research Institute specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>IVL Swedish Environmental Research Institute specifically excludes all Background that is generated at IVL Swedish Environmental Research Institute which is not directly related to this project.</p> <p>IVL Swedish Environmental Research Institute specifically excludes any background which is held by IVL Swedish Environmental Research Institute but owned by a Third Party.</p> <p>IVL Swedish Environmental Research Institute specifically excludes all know-how in patents and current patent applications.</p> <p>IVL Swedish Environmental Research Institute specifically excludes any unpublished work that</p>

	<p>has been carried out which is not already in the public domain.</p>
<p>Stockholm University</p>	<p>Stockholm University specifically excludes all Background that is generated outside the direct supervision of Dr. Cynthia de Wit, Dr. Ulla Sellström, Dr. Ian Cousins or Dr. Matt MacLeod for this project.</p> <p>Stockholm University specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>Stockholm University specifically excludes all Background that is generated under the direct supervision of Dr. Cynthia de Wit, Dr. Ulla Sellström, Dr. Ian Cousins or Dr. Matt MacLeod for this project which is not directly related to this project.</p> <p>Stockholm University specifically excludes any background which is held by the University but owned by a Third Party.</p> <p>Stockholm University specifically excludes all know-how in patents and current patent applications.</p> <p>Stockholm University specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>Norwegian Institute of Public Health</p>	<p>The Norwegian Institute of Public Health specifically excludes all Background that is generated outside the direct supervision of Dr. G. Becher and Dr. Cathrine Thomsen.</p> <p>NIPH specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>NIPH specifically excludes all Background that is generated at NIPH which is not directly related to this project.</p> <p>NIPH specifically excludes any Background which is held by NIPH but owned by a Third Party.</p> <p>The NIPH specifically excludes any unpublished work that has been carried out which is not</p>

	<p>already in the public domain.</p>
<p>Academisch Medisch Centrum bij de Universiteit van Amsterdam</p>	<p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes all Background that is generated outside the direct supervision of Dr. Leonie van Rijt for this project.</p> <p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes all Background that is generated under the direct supervision of Dr. Leonie van Rijt for this project which is not directly related to this project.</p> <p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes any background which is held by the University but owned by a Third Party.</p> <p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes all know-how in patents and current patent applications.</p> <p>The Academisch Medisch Centrum bij de Universiteit van Amsterdam specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
<p>Reading University</p>	<p>The University of Reading specifically excludes all Background that is generated outside the direct supervision of Dr. Chris Collins for this project.</p> <p>The University of Reading specifically excludes all Background that is the subject of an existing third party agreement.</p> <p>The University of Reading specifically excludes all Background that is generated under the direct supervision of Dr. Chris Collins for this project which is not directly related to this project.</p> <p>The University of Reading specifically excludes any background which is held by the University but owned by a Third Party.</p>



	<p>The University of Reading specifically excludes all know-how in patents and current patent applications.</p> <p>The University of Reading specifically excludes any unpublished work that has been carried out which is not already in the public domain.</p>
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[Attachment 3: 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 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].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

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 4: Listed Affiliated Entities

For the avoidance of doubt, under the provisions of Article 9.5 of this Consortium Agreement any organization which is not listed in this Attachment 4 is not entitled to be granted Access Rights under the provisions of Article II.33.3 of the EC Grant Agreement.

The University of Birmingham	Alta Innovation Ltd The University of Birmingham Birmingham B15 2QT UK

[Attachment 5: Initial list of members and other contact persons]

		Recipient for notices, in accordance with Section 11 of this Consortium Agreement	Member of the Supervisory Board
The University of Birmingham	Name:	May Chung	Dr. Stuart Harrad
	Title:	Research Finance Manager	Reader in Environmental Chemistry
	Address :	Finance Office, The University of Birmingham, Edgbaston, Birmingham B15 2TT	Division of Environmental Health & Risk Management, Public Health Building, School of Geography, Earth & Environmental Sciences, University of Birmingham Birmingham Birmingham B15 2TT
	E-mail:	Fp7@lists.bham.ac.uk	S.J.Harrad@bham.ac.uk
	Phone:	+441214158202	+441214147298
	Fax:	+441214146056	+441214143078
University of Antwerp	Name:	Dr. Anne Adams	Dr. Adrian Covaci
	Title:	Scientific Officer	Lecturer
	Address :	Department Research Middelheimcampu s University of Antwerp Middelheimlaan 1	Toxicological Centre Department of Pharmaceutical Sciences University of Antwerp Universiteitsplein 1 2610 Wilrijk Belgium

		2020 Antwerpen Belgium		
	E-mail:	anne.adams@ua.ac .be		adrian.covaci@ua.ac.be
	Phone:	+3232653028		+3232652498
	Fax:	+3232653011		+3232652722
Institute for Environmental Studies, part of the Vereniging voor Hoger Christelijk Onderwijs, Wetenschappelijk Onderzoek en Patientenzorg	Name:			Dr. Pim Leonards
	Title:			Senior Scientist
	Address :			De Boelelaan 1085 1081 HV Amsterdam The Netherlands
	E-mail:			Pim.leonards@ivm.vu.nl
	Phone:			+31205989509
	Fax:			+31205989553
Flemish Institute for Technological Research	Name:	Mr. Ludwig Goetelen		Dr. Stefan Voorspoels
	Title:	Project Manager		Research manager
	Address :	Boeretang 200 2400 Mol Belgium		Boeretang 200 2400 Mol Belgium
	E-mail:	Ludwig.goetelen@ vito.be		Stefan.voorpoels@vito. be
	Phone:	+3214334037		+3214335021

	Fax:	+3214319472		+3214319472
Swedish Environmental Research Institute Limited	Name:			Anna Palm Cousins
	Title:			Researcher
	Address :			Box 21060 SE-100 31 Stockholm
	E-mail:			Anna.cousins@ivl.se
	Phone:			+46859856324
	Fax:			+46859856390
Stockholm University	Name:			Dr. Cynthia de Wit
	Title:			Professor
	Address :			Department of Applied Environmental Science  Stockholm University SE-10691 Stockholm Sweden
	E-mail:			cynthia.de.wit@itm.su.se
	Phone:			+4686747180
	Fax:			+4686747638
Norwegian Institute of Public Health	Name:	Dr. Toril Attramadal		Dr. Cathrine Thomsen
	Title:	Division Director		Senior Scientist

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Attachment 6: List of Third Parties to which transfer of own Foreground is possible without prior notice to other Parties

The University of Birmingham	Alta Innovation Ltd The University of Birmingham Birmingham B15 2QT UK

[Attachment 7: Agreement for the Transfer of Material]

Simple Letter Agreement for the Transfer of Materials

In response to the RECIPIENT's request for the MATERIAL [insert description] . . .The PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

- The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.
- THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
- The MATERIAL will be used for not-for-profit research purposes only.
- The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
- The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
- Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.
- The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
- The MATERIAL is provided at no cost.
-

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist: .....  
Provider Organisation: .....  
Address: .....  
Name of Authorised Official: .....  
Title of Authorised Official: .....

Certification of Authorised Official: This Simple Letter Agreement \_\_has / \_\_has not [check one] been modified. If modified, the modifications are attached.

Signature of Authorised Official ..... and Date ...

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Provider Scientist: .....  
Provider Organisation: .....  
Address: .....  
Name of Authorised Official: .....  
Title of Authorised Official: .....  
Signature of Authorised Official: .....  
Date: .....

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist ... and Date ...

Declaration of Accession to the Consortium Agreement for INFLAME

University of Antwerp

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
University of Antwerp

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

Institute for Environmental Studies, part of the Vereniging voor Hoger Christelijk Onderwijs, Wetenschappelijk Onderzoek en Patientenzorg

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Institute for Environmental  
Studies, part of the Vereniging  
voor Hoger Christelijk Onderwijs,  
Wetenschappelijk Onderzoek en  
Patientenzorg

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

Flemish Institute for Technological Research

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Flemish Institute for  
Technological Research

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

Swedish Environmental Research Institute Limited

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Swedish Environmental Research  
Institute Limited

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

Stockholm University

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Stockholm University

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

Norwegian Institute of Public Health

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Norwegian Institute of Public  
Health

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager



Declaration of Accession to the Consortium Agreement for INFLAME

Academisch Medisch Centrum bij de Universiteit van Amsterdam

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Academisch Medisch Centrum bij  
de Universiteit van Amsterdam

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager

Declaration of Accession to the Consortium Agreement for INFLAME

University of Reading

hereby accedes to the Consortium agreement for the FP7 project entitled ‘Indoor Contamination with Flame Retardant Chemicals: Causes and Impacts (INFLAME)’

To be signed in two original copies by the Party and by the Coordinator, each of whom is to retain one original copy.

For and on behalf of:  
Reading University

For and on behalf of  
The University of Birmingham  
(Coordinator).

May Chung  
Research Finance Manager