

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 2012-09-20, hereinafter referred to as "Effective Date".

BETWEEN:

- (1) ASSOCIAÇÃO DO INSTITUTO SUPERIOR TÉCNICO PARA A INVESTIGAÇÃO E O DESENVOLVIMENTO, with its registered office in A. Rovisco Pais, 1, 1049-001 Lisboa, PORTUGAL, - the Coordinator -
- (2) UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA, with its registered office in Piazzale Aldo Moro 5, 00185 Roma, ITALY
- (3) HOCHSCHULE BONN-RHEIN-SIEG, with its registered office in Grantham-Allee 20, 53757 Sankt Augustin, GERMANY
- (4) KUKA LABORATORIES GMBH, with its registered office in Zugspitzstrasse 140, 86165 Augsburg, GERMANY
- (5) POLITECNICO DI MILANO, with its registered office in Piazza Leonardo da Vinci n.32, 20133 Milano, ITALY
- (6) SECURITY CHALLENGE LTD, with its registered office in 57 Gloucester Place, London W1U 8JJ, UNITED KINGDOM

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

relating to the Project entitled

Robot Competitions Kick Innovation in Cognitive Systems and Robotics

in short

RoCKIn

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 “Coordination and Support Action”.
- The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.
- The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

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.

“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.

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 3 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, Article II.37. and II.38. of the EC-GA.

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 Belgium law. In particular, each Party commits itself to a proper implementation of the tasks, which it is assigned in the EC-GA (see in particular Annex I).

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.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains 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.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its 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, provided such damage was not caused by a wilful act or by a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to that Party's share of the total funding 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 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:

- **General Assembly** as the ultimate decision-making body of the Consortium.
- **Executive Board** as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.
- **Advisory Board** consists of a number of external experts, each of which needs to be approved by the Executive Board. Every member of the Advisory Board has to sign a Non-Disclosure Agreement. A template of the Non-Disclosure Agreement to be used is attached to this Consortium Agreement as Attachment 5.
- **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 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- 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

6.2.2.1 Convening meetings:

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

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

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days
Executive Board	15 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	15 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	5 working days, 2 working days for an extraordinary meeting
Executive Board	2 working days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not met at a meeting of a Consortium Body, the points covered by the agenda of said meeting can be decided at the next meeting of this Consortium Body even if the quorum is not met again given that the meeting was called in accordance with Article 6.2.2 of this Consortium Agreement.

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

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 A Party may not vote on decisions relating to its identification as a Defaulting Party. The Defaulting Party may not vote on decisions relating to its participation and termination in the Consortium or the consequences of them.

6.2.3.5 A Party requesting to leave the Consortium may not vote on decisions relating thereto.

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

6.2.3.7 In case of a tie, the Coordinator shall attempt to reach a consensus and initiate a new vote. Should the tie persist, the Coordinator's vote shall decide.

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

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

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

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 8 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 8 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

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

If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

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

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

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly. In case the Coordinator becomes a defaulting partner, the next General Assembly meeting will start with an election of the General Assembly chair.

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

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

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

- Content, finances and intellectual property rights
 - (a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
 - (b) Withdrawals from Attachment 1 (Background included)
 - (c) Additions to Attachment 2 (Background excluded)
 - (d) Additions to Attachment 4 (List of Third Parties)
- Evolution of the Consortium
 - (e) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
 - (f) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
 - (g) Declaration of a Party to be a Defaulting Party
 - (h) Remedies to be performed by a Defaulting Party
 - (i) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
 - (j) Proposal to the European Commission for a change of the Coordinator
 - (k) Proposal to the European Commission for suspension of all or part of the Project
 - (l) Proposal to the European Commission for termination of the Project and the Consortium Agreement

For the avoidance of doubt, any change to the Consortium Agreement shall only be legally binding if agreed in writing and executed by the duly authorised signatories of each Party. Minor amendments to Attachments 1 and 2 approved by the General Assembly do not require a written agreement.

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Coordinator and the work package leaders. At the time of project start the members of the RoCKIn Executive Board are: Pedro Lima for IST-ID/Coordinator, Daniele Nardi for UNIROMA1, Gerhard Kraetzschmar for BRSU, Rainer Bischoff for KUKA, Matteo Matteucci for POLIMI and Simon Schneider for SC Ltd. The EC Project Officer will have an observer role on the Project Executive Board (no voting rights).

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise.

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Executive Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with Annex I to the EC-GA and, if necessary, propose contingency measures to the General Assembly.

6.3.2.3.6 The Executive Board shall:

- (a) support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- (b) prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

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

6.3.4 Work Package Leaders

6.3.4.1 Each Work Package Leader takes the responsibility for the timely implementation of the work planned in the respective Work Package including the contributions of the associated partners. In this role he coordinates the Task Leaders of his Work Package.

6.3.4.2 Each Work Package Leader is further obliged to take appropriate measures to assure that the results can be integrated with the results produced elsewhere in the project as and where appropriate.

6.3.4.3 Each Work Package Leader has to send bi-annual Work Package progress reports to the Project Executive Board. These reports shall state the current progress of the Work Package in general and for each task in particular, as well as unresolved issues and required actions to solve them.

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:

- (a) monitoring compliance by the Parties with their obligations

- (b) keeping the address list of Members and other contact persons updated and available
- (c) collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- (d) transmitting documents and information connected with the Project to and between Work Package Leaders, as appropriate, and any other Parties concerned
- (e) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3
- (f) 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.

6.4.6 The Coordinator is authorised to sign the Non-Disclosure Agreement according to the template in Attachment 5 with each of the Advisory Board members or external collaborators for and on behalf of the Parties.

6.6 Advisory Board (AB)

An Advisory Board (AB) will be appointed and steered by the Executive Board. The AB shall assist and guide the work of the Consortium. The members of the AB are required to sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information is exchanged, whichever date is earlier. The Coordinator shall facilitate the discussions of the AB's suggestions within the Consortium. The AB members shall be allowed to participate in meetings upon invitation but do not have any voting rights.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget as included in Annex I of the EC-GA.
- 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 Annex I of the EC-GA.

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 payments it has received except the amount of contribution accepted by the European Commission or another contributor. 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

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

7.2.1 Budgeted 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
- a reasonable costs of Parties related to
 - o the delivery of certificates on the financial statements according to the EC-GA
 - o the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
 - o costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator
- intellectual property protection costs
- costs for publications
- any other costs eligible for 100% reimbursement

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

7.3.1 Execution of 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 financial contribution to the Project separated from its normal business accounts, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 Payment schedule

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

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.
- The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA or to a Beneficiary which has not yet signed this Consortium Agreement.
- The Coordinator is entitled to recover any payments already paid to a Defaulting Party.

Section 8: Foreground

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

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:
 - i) at least 45 days prior notice must be given to the other joint owner(s); and
 - ii) fair and reasonable compensation must be provided to the other joint owner(s).

8.1 Transfer of Foreground

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

8.1.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment 5 to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.1.3 With the exception of third parties that are affiliated entities, the transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment 5 after signature of this Agreement requires a decision of the General Assembly.

8.1.4 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.

8.2 Dissemination

Materials developed by the consortium as part of the work plan (e.g. rules, and regulations, etc.) as well as organisational information (statistics, dates, changes to deadlines, etc.), including information contained in deliverables specified as “public” in Annex I to the Grant Agreement (i.e. tasks of WP4), can be communicated for marketing purposes through grass-roots channels such as, but not limited to public blogs or Twitter. Information provided within the Consortium for such purposes shall be marked as ‘public information’. For all other dissemination activities or in case of doubt the provisions of Art. 8.2.1-8.2.4 shall apply.

8.2.1 Publication

8.2.1.1 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 provisions.

Prior notice of any planned publication shall be made to the members of the General Assembly at least 45 days before the publication. In the case of a printed publication, the relevant point in time is the submission of the camera-ready version. In the case of oral presentations the relevant point in time is the date of the presentation. Any objection to the planned publication shall be made in accordance with the EC-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.

8.2.1.2 An objection is justified if

- (a) the objecting Party can evidence that its legitimate academic or commercial interests will suffer disproportionately great harm by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.2.1.3 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.

8.2.2 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 8.2.1 is not considered as an approval.

8.2.3 Cooperation obligations

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

8.2.4 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

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

- subject matter and possibly in addition by
- naming a specific department of a Party

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice.

However, only the General Assembly can permit a Party to withdraw any of its Background from Attachment 1.

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party 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.

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2.

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the General Assembly can permit a Party to add Background to Attachment 2.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with Annex I of the EC-GA and shall bear sole responsibility for ensuring 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 (e.g. the use of open source code software in the Project).

9.2.3 If the General Assembly considers that the restrictions have such impact, which is not foreseen in the Annex I of the EC-GA, it may decide to update the EC-GA accordingly (Note: such changes are subject to approval by the European Commission.).

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 fair and reasonable conditions. Access Rights to Foreground for internal research activities shall be granted on a royalty-free basis.

9.4.2 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.

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have 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

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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. 9.4.2.

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

9.8.1 Definitions relating to Software

“Application Programming Interface”

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

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

- (a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- (b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- (c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

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

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

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

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

9.8.2. General principles

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

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

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

Access Rights to software for Use shall only be granted upon bilateral agreement between the Parties concerned on fair and reasonable conditions

9.8.3. Access to Software

Access Rights to Software which is Background or Foreground shall comprise:

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

9.8.4. Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

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

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

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

9.8.4.1.2 Foreground - Rights to grant sublicenses to end-users

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

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

Where, in accordance with Article 9.8.3, 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 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.2.2 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.

9.8.4.2.3 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.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Article 9.8.4 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

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, during and for a period of 5 years after the end of the Project:

- (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- (c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- (d) 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:

- (a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (c) 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;
- (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- (f) the Confidential Information was already known to the Recipient prior to disclosure or
- (g) 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

- (a) notify the Disclosing Party, and
- (b) 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 included)
- Attachment 2 (Background excluded)
- Attachment 3 (Accession document)

- Attachment 4 (Initial list of Members and other contact persons)
- Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)
- Attachment 6 (Non-Disclosure Agreement for Advisory Board members and external collaborators)

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 based on the initial list of Members and other contact persons in Attachment 4.

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 6.3.1.2 require a separate agreement between all Parties. Such an agreement shall only be legally binding if agreed in writing and executed by the duly authorised signatories of each Party.

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.

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 the day and year first above written.

ASSOCIAÇÃO DO INSTITUTO SUPERIOR TÉCNICO PARA A INVESTIGAÇÃO E O DESENVOLVIMENTO

Signature(s)		
Name(s)	Arlindo Oliveira	Isabel Ribeiro
Title(s)	Prof. Dr.	Prof. Dr.
Position(s)	President	Vice-President
Date		

UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA

Signature(s)		
Name(s)	Claudio Leporelli	
Title(s)	Professor	
Position(s)	Department Director	
Date		

HOCHSCHULE BONN-RHEIN-SIEG

Signature(s)		
Name(s)	Hartmut Ihne	Hans Stender
Title(s)	Prof. Dr.	
Position(s)	President	Chancellor
Date		

KUKA LABORATORIES GMBH

Signature(s)		
Name(s)	Peter Plagens	ppa. Dr. Ralf Koeppe
Title(s)	Mr.	Dr.
Position(s)	Chief Financial Officer	Vice President Research & Development
Date		

POLITECNICO DI MILANO

Signature(s)		
Name(s)	Gianantonio Magnani	
Title(s)	Prof.	
Position(s)	Head of Department	
Date		

SECURITY CHALLENGE LTD

Signature(s)		
Name(s)	Simon Schneider	
Title(s)	Mr.	
Position(s)	General Manager, InnoCentive EMEA	
Date		

Attachment 1: Background included

Access Rights to Background made available to the Parties:

IST-ID

Access Rights to Background which is Needed for the implementation of the RoCKIn Coordination Action are granted to the extent such Background was generated exclusively by the members of Institute for Systems and Robotics from the Instituto Superior Técnico (ISR/IST), under supervision of Prof. Pedro Lima and Prof. Luis Custódio (ISR/IST), who are directly involved in the RoCKIn Coordination Action, and which IST-ID, due to existing or pending third party rights, is able to grant access rights to.

The decision concerning the Background which is Needed for the implementation of the RoCKIn Coordination Action shall be made by Prof. Dr. Pedro Lima.

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

UNIROMA1

Access Rights to Background which is Needed for the implementation of the RoCKIn Coordination Action are granted to the extent such Background was generated exclusively by the members of the Dipartimento di Ingegneria informatica, automatic e gestionale Antonio Ruberti (DIAG), who are directly involved in the RoCKIn Coordination Action, and which DIAG, due to existing or pending third party rights, is able to grant access rights to.

The decision concerning the Background which is Needed for the implementation of the RoCKIn Coordination Action shall be made by Prof. Daniele Nardi.

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

BRSU

In order to conduct the RoCKIn Project and to fulfill the respective obligations under this contract BRSU includes Background of the Department of Informatics (FB 02) related to research in the field of robotics and of its RoboCup research and development team, exclusively generated by or under supervision of Prof. Dr. Gerhard Kraetzschmar, as far as Needed according to Section 9.2.7 of this Consortium Agreement and not being restricted as secret, confidential or otherwise disclosed.

Background generated in the European research project BRICS (FP7 ICT-2007-3 231940) as far as being sole property of BRSU will be granted under the specific contractual regulations (Grant Agreement, Consortium Agreement, Non-disclosure-Agreements and additional regulations) of this project. Background generated at BRSU or jointly by BRSU and its partners as a result of ongoing research in this project and its follow-ups may be included upon written request and under specific terms to be accepted by the requesting party.

Any information provided by BRSU on such background shall be declared as confidential following the regulations of Section 10 of this Consortium Agreement.

Access to Background in the ownership of BRSU is limited to the duration of the RoCKIn Project, access for use limited according to Section 9.4.2. Access Rights to Foreground and Background

Needed for review and evaluation of the RoCKIn Project by experts approved by the European Commission will be granted royalty-free.

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 for reverse engineering 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. Access to Software will be given according to the license under which it has been published and under terms of use defined herein (i.e. public license as LGPL, BSD, MIT, GPL, GNU). Access to Background granted by BRSU is given under the regulations of Section 5 (Liability) and Section 10 of this Consortium Agreement.

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

KUKA

Access Rights to Background which is Needed for the implementation of the RoCKIn Coordination Action are granted to the extent such Background was generated exclusively by personnel (scientists or engineers) employed by KUKA Laboratories GmbH who are directly involved in the RoCKIn Coordination Action, and which KUKA Laboratories GmbH is able to grant access rights to.

The decision concerning the Background which is Needed for the implementation of the RoCKIn Coordination Action shall be made by the project leader of the RoCKIn project at KUKA Laboratories GmbH.

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

POLIMI

Access Rights to Background which is Needed for the implementation of the RoCKIn Coordination Action are granted to the extent such Background was generated exclusively by the members of the Dipartimento di Elettronica e Informazione (DEI) who are directly involved in the RoCKIn Coordination Action, and which DEI, due to existing or pending third party rights, is able to grant access rights to.

POLIMI includes the Background generated in the European research project RAWSEEDS (FP6-045144) which has not been already made public (e.g., the ground truth collection software and the rawseeds logging software) if Needed for the implementation of the RoCKIn Coordination Action. Software is provided "as is"; 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 for reverse engineering 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. Access to Software will be given according to the license under which it has been published and under terms of use defined herein (i.e. public license as LGPL, BSD, MIT, GPL, GNU).

The decision concerning the Background which is Needed for the implementation of the RoCKIn Coordination Action shall be made by Ing. Matteo Matteucci.

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

SC Ltd

SC Ltd hereby includes none of its Background.

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

[Attachment 2: Background excluded]

Background excluded from Access Rights:

IST-ID

IST-ID hereby excludes the following Background:

- Any Background developed by any staff or student of Instituto Superior Técnico who is not under the direct supervision of Professors Pedro Lima and Luis Custódio;
- Any Background developed by anyone who has been or is under the direct supervision of Professors Pedro Lima and Luis Custódio, but who is not participating in the RoCKIn project;
- Any Background developed by any staff or student of Instituto Superior Técnico who is participating in the RoCKIn project, but where such Background falls outside of the scope of the technical field of the RoCKIn project;
- Any Background existing at the date of signature of this Consortium Agreement relating to any work of Instituto Superior Técnico which is not yet in the public domain; and
- Any of Instituto Superior Técnico's Background that has resulted from specific research agreements or confidential disclosure agreements, or any other type of legally binding document, and, as such, is subject to third party rights.

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

UNIROMA1

UNIROMA1 hereby excludes the following Background

- Any Background which has been developed by other than the research group involved in the Project.
- Any Background developed by the research group involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.
- Any Background which is subject to non disclosure agreements with other third parties.
- All know-how in patents and current patent applications.
- This represents the status at the time of signature of this Consortium Agreement.

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

BRSU

Background related to BRSUs research on Visual Computing and VR Environments, safety and security applications and development of sensor systems is excluded.

Background due to patents and current patent applications is excluded.

Background that has resulted from specific research agreements or confidential disclosure agreements, or any other type of legally binding document, and, as such, is subject to third party rights.

BRSU explicitly excludes commercial use of Background of the Department of Informatics (FB 02) related to but not limited to its research in the field of robotics (i.e. software including algorithms, libraries and other functionality, sensor systems and other hardware, including modifications applied to hardware-specific software in ownership of third parties). Access for commercial use to background may be granted upon written request on fair and reasonable conditions.

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

KUKA

KUKA Laboratories GmbH hereby excludes the following Background:

- robot design: all technology required to design robots (mechanics, electronics, communication, controller and control theory).
- Exceptions for scientific and non-commercial usage can be obtained by non-exclusive, non-transferable license agreements with KUKA Laboratories GmbH.

The conditions have to be negotiated on a case-by-case basis.

Furthermore is excluded:

- Background, which has been developed by personnel (scientists or engineers) employed by KUKA Laboratories GmbH, but not participating in the project that will lead to a patentable invention or authoring rights.
- Parallel know-how, which will be developed outside of this project by personnel (scientists or engineers) employed under the RoCKIn project by KUKA Laboratories GmbH for the case that it will lead to a patentable invention or authoring rights.
- Background developed within other projects, including third party developments, to which KUKA Laboratories GmbH is not allowed to grant access rights.
- Background due to patents and current patent applications is excluded.

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

POLIMI

POLIMI hereby excludes the following Background:

- All Background generated by employees, agents, representatives or students of POLIMI other than that generated by the research team directly involved in the Project.
- All Background generated by employees, agents or representatives of POLIMI that are directly involved in the Project, which is unrelated to the work plan, aims, and objectives of the Project.

- All Background developed by POLIMI's researchers participating in the Project which is outside the scope of the Project.
- All know-how in patents and current patent applications.
- All Background which POLIMI, due to existing or future Third Party rights, is unable to grant Access Rights to.
- All the above rules of Background exclusion can be overridden in case of specific agreements internal to POLIMI, established between POLIMI and the person(s) of POLIMI that own(s) the Access Rights to the requested Background.

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

SC Ltd

SC Ltd hereby excludes all of its Background.

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

Attachment 3: Accession Document

ACCESSION

of a new Party to

RoCKIn 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 4: Initial list of Members and other contact persons

This attachment states the recipients for Notices in Accordance with Section 11 of this Consortium Agreement. Every Partner is obliged to notify the Coordinator of any changes to this list which will then be kept up-to-date by the Coordinator.

IST-ID - ASSOCIAÇÃO DO INSTITUTO SUPERIOR TÉCNICO PARA A INVESTIGAÇÃO E O DESENVOLVIMENTO

1. LEAR

Name: Olga Ribeiro

Address: NPC, Instituto Superior Técnico, Av. Rovisco Pais, 1 -1049-001 Lisboa, Portugal

Phone: +351-218417731

Fax: +351-218499242

E-mail: olga.ribeiro@ist.utl.pt

2. Member of the General Assembly:

Name: Prof. Pedro U. Lima

Address: ISR, Instituto Superior Técnico, Av. Rovisco Pais, 1 -1049-001 Lisboa, Portugal

Phone: +351-218418274

Fax: +351-218418291

E-mail: pal@isr.ist.utl.pt

UNIROMA1 - UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA

1. Contact point for the Dipartimento di Ingegneria informatica, automatica e gestionale
Antonio Ruberti

Name: Sabrina Giampaolletti

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Fax: +39 06 77274131

E-mail: giampaolletti@dis.uniroma1.it

Member of the General Assembly:

2. Name: Daniele Nardi

Address Via Ariosto 25, 00185 Roma, Italy

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BRSU – BONN-RHEIN-SIEG UNIVERSITY OF APPLIED SCIENCES

1. LEAR

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Phone: +49-2241-865-193

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E-mail: roland.wuensch@hochschule-bonn-rhein-sieg.de

2. Member of the General Assembly:

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Attachment 5: List of Third Parties

IST, Instituto Superior Técnico, from Technical University of Lisbon, acts as a third party in this project and makes available some human resources to IST-ID, on the basis of a prior agreement. Therefore, transfer of Foreground to IST is possible without prior notice to the other Parties.

Attachment 6: Non-Disclosure Agreement for Advisory Board members and external collaborators

Between

[name and affiliation of external expert],

hereinafter referred to as *External Expert*

and

[COORDINATOR]

hereinafter referred to as [Coordinator shortname]

on behalf of the *Consortium* with its legal entities:

- [partners]
- ...

The External Expert and the Consortium intend to collaborate in the research area of

- [topics]
- ...

whereas the Consortium preferentially seeks advice from the External Expert on how to achieve the project's objectives in the best possible way and especially seeks advice and support for the proper formulation, implementation, and – if necessary – revision of the project's research agenda.

In order to define the nature and content of the collaboration the parties hereto may wish to exchange technical and/or commercial information of a confidential nature presently in their possession and wish to ensure that the same remain confidential.

Now, therefore, it is hereby agreed as follows:

- 1 For the purposes of this Agreement *Confidential Information* shall mean any technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials or samples disclosed either by the External Expert to the Consortium or by the Consortium to the External Expert.

- 2 The External Expert and the Consortium each undertake to treat as confidential all and any Confidential Information and agree not to disclose the same to any third party except with the prior written consent of the disclosing party.
- 3 The restrictions on the use and disclosure of Confidential Information shall not apply to any information, which is
 - (a) proven to have been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or
 - (b) in the public domain at the time of disclosure to the receiving party or thereafter enters the public domain without breach of the terms of this Agreement; or
 - (c) lawfully acquired by the receiving party from an independent source having a bona fide right to disclose the same; or
 - (d) independently developed by an employee of the receiving party who has not had access to any of the Confidential Information of the other party.
- 4 Unless it is necessary for the definition of the collaboration and provided that any copy of Confidential Information is distributed to employees only who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any document provided to the receiving party containing in whole or in part Confidential Information and any party receiving any such document shall return or destroy the same and any copies thereof on the supplying party's request but the latest until termination of this Agreement. This shall not apply to copies of the electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving party according to mandatory law.
- 5 All Confidential Information supplied pursuant to this Agreement shall remain the property of the party disclosing or supplying the same and no rights, including but not limited to the right to apply for industrial property rights, are granted to the other party in the same.

The Parties agree that any Confidential Information is made available "as is" and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such Confidential Information, including, but not limited, to its fitness for purpose, non-infringement of third party rights, accuracy, completeness or its correctness.
- 6 Any sample or material, which may be supplied either by the External Expert to the Consortium or by the Consortium to the External Expert shall be treated as confidential according to section 2 to 5 of this Agreement and shall be used only for purposes of evaluation or testing or any other purpose as specified by the supplying party.

To the extent that such sample or material has not been destroyed or used during such evaluation or testing and unless there is no other agreement between the External Expert and the Consortium or any other obligation of the receiving party to keep samples or material, any sample or material shall be returned to the party supplying the same at the request of the supplying party, but the latest until termination of this Agreement.
- 7 This Agreement shall come into force on the date of the last signature and shall thereafter continue for the official duration of the project. The obligation of confidentiality hereunder shall continue in force for 2 years after the end of the RoCKIn Project.

- 8 Ancillary agreements, amendments, additions hereto must be made in writing.
- 9 This Agreement is subject to and governed by the laws of the Belgium.
- 10 If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision, which is economically equivalent. The same shall apply in case of a gap.

[name and affiliation of the External Expert]

[name of Coordinator legal responsible]

Signed on behalf of [Coordinator shortname]