

EUROPEAN COMMUNITY 7TH FRAMEWORK PROGRAMME

LARGE COLLABORATIVE PROJECT

EDENext

CONSORTIUM AGREEMENT

01 January 2011

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 centers 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, hereinafter referred to as Annex II of the EC-GA, and is made on 1st of January 2011 hereinafter referred to as "Effective Date"

Between:

(1) Centre de Coopération Internationale en Recherche Agronomique pour le Développement

Having its registered office at 42 Rue Scheffer, 75116 PARIS, FRANCE

Represented by Dr Gérard MATHERON, Président Directeur Général, duly authorized for the purposes hereof

Hereinafter referred to as "The coordinator"

(2) Univerzita Karlova V Praze

Having its registered office at Ovocny trh 3-5, CZ 116 36, PRAGUE 1, CZECH REPUBLIC

Represented by Prof. Bohuslav GAS, Dean, duly authorized for the purposes hereof

(3) Istituto Superiore di Sanita

Having its registered office at 299 Viale Regina Elena, 00161 ROMA, ITALY

Represented by Prof. Enrico GARACI, President, duly authorized for the purposes hereof

(4) Institut de Recherche pour le Développement

Having its registered office at 44 Bd de Dunkerque - CS 90009, 13572 MARSEILLE, FRANCE

Represented by Prof. Michel LAURENT, Director General, duly authorized for the purposes hereof

(5) National Center for Disease Control and Public Health

Having its registered office at 9 M. Asiatani street, 0177 TBILISI, GEORGIA

Represented by Dr Nato AVALIANI, Director General, duly authorized for the purposes hereof

(6) Panepistimio Kritis (University of Crete)

Having its registered office at Knossos Ave, 71409 HERAKLION, GREECE

Represented by Prof. Emmanouel PETRAKIS, Vice-Rector, duly authorized for the purposes hereof

(7) Instituto de Higiene e Medicina Tropical

Having its registered office at 96 Rua da Junqueira, 1349009 LISBOA, Portugal

Represented by Prof. Paulo FERRINHO, Director, duly authorized for the purposes hereof

(8) Instituto de Salud Carlos III

Having its registered office at 4 & 6 Calle Sinesio Delgado, 28029 MADRID, SPAIN

Represented by Dr José Jeronimo NAVAS, General Director, duly authorized for the purposes hereof

(9) Hacettepe Universitesi

Having its registered office at Sıhhiye Yerleşkesi, 06532 ANKARA, TURKEY

Represented by Prof. Ugur ERDENER, Rector, duly authorized for the purposes hereof

(10) EGE UNIVERSITESI

Having its registered office at Ege Universitesi Kampusu, 35100 IZMIR, TURKEY

Represented by Prof. Candeger YILMAZ, Rector, duly authorized for the purposes hereof

(11) Natural Environment Research Council

Having its registered office at Polaris House - North Star Avenue, SN2 1EU SWINDON WILTSHIRE, UNITED KINGDOM

Represented by Ms Shiralee Ann ALAND, Research Contract Advisor, duly authorized for the purposes hereof

(12) The Institute for Animal Health

Having its registered office at 1 High street, RG20 7NN COMPTON NEAR NEWBURY, UNITED KINGDOM

Represented by Mr Richard SHAW, Director of operations, duly authorized for the purposes hereof

(13) Institut Sénégalais de Recherches Agricoles

Having its registered office at Route des Hydrocarbures - Bel Air - BP 3120, DAKAR, SENEGAL

Represented by Dr Macoumba DIOUF, Director, duly authorized for the purposes hereof

(14) Fundacio Centre de Recerca en Sanitat Animal

Having its registered office at Universidad Autonoma de Barcelona - Edifici CReSA, 08193 BARCELONA, SPAIN

Represented by Dr Mariano DOMINGO, Director, duly authorized for the purposes hereof

(15) Danmarks Tekniske Universitet

Having its registered office at Anker Engelsevej 1 - Building 101A, 2800 KONGENS LYNGBY, DENMARK

Represented by Mr Claus NIELSEN, University Director, duly authorized for the purposes hereof

(16) Entente Interdépartementale pour la Démoustification du littoral méditerranéen

Having its registered office at 165 Avenue Paul Rimbaud, 34184 MONTPELLIER CEDEX 4, France

Represented by Mr Christian JEAN, President, duly authorized for the purposes hereof

(17) Universitat de les Illes Balears

Having its registered office at Crta. Valldemossa - Km 7.5 - Son Lledó, 07122 PALMA DE MALLORCA, SPAIN

Represented by Prof. Jordi LALUCAT, Vice-rector for Research, duly authorized for the purposes hereof

(18) Institut Pasteur

Having its registered office at 25-28 Rue du Docteur Roux, 75724 PARIS CEDEX 15, FRANCE

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Having its registered office at 1 Veterinaerplatz, 1210 VIENNA, AUSTRIA

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(20) Ustav Biologie Obratlovcu Av Cr, V.V.I.

Having its registered office at 8 Kvetna, CZ - 60365 BRNO, CZECH REPUBLIC

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Having its registered office at 1 Pater Karoly Utca, 2103 GODOLLO, HUNGARY

Represented by Prof. Laszlo SOLTI, Rector, duly authorized for the purposes hereof

(22) Institutul National de Cercetare-Dezvoltare pentru Microbiologie si Imunologie Cantacuzino

Having its registered office at 103 Splaiul Independentei, 050096 BUCHAREST, ROMANIA

Represented by Dr Gabriel IONESCU, General Director, duly authorized for the purposes hereof

(23) Universita degli Studi di Roma La Sapienza

Having its registered office at 5 Piazzale Aldo Moro, 00185 ROMA, ITALY

Represented by Prof. Luigi FRATI, Rector, duly authorized for the purposes hereof

(24) Universitaet Zürich

Having its registered office at 71 Raemistrasse, 8006 ZURICH, SWITZERLAND

Represented by Prof. Daniel WYLER, Vice President, duly authorized for the purposes hereof

(25) Institute of Public Health

Having its registered office at 80 Alexander Moisiu, TIRANA, ALBANIA

Represented by Ms Albana AHMETI, Deputy Director, duly authorized for the purposes hereof

(26) Agencia Estatal Consejo Superior de Investigaciones Cientificas

Having its registered office at 117 Calle Serrano, 28006 MADRID, SPAIN

Represented by Prof. Rafael RODRIGO, President, duly authorized for the purposes hereof

(27) Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'Environnement et du travail

Having its registered office at 27-31 Avenue du Général Leclerc, 94701 MAISON ALFORT, FRANCE

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(28) Institutul National de Cercetare-Dezvoltare Delta Dunarii

Having its registered office at 165 Babadag Street, 820112 TULCEA, ROMANIA

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(29) Metsantutkimuslaitos

Having its registered office at Finnish Forest Research Institute - Jokiniemenkuja 1, FI-01301 VANTAA, FINLAND

Represented by Prof. Pasi PUTTONEN, Research Director, duly authorized for the purposes hereof

(30) Universiteit Antwerpen

Having its registered office at 13 Prinsstraat, 2000 ANTWERPEN, BELGIUM

Represented by Prof. Alain VERSCHOREN, Rector, duly authorized for the purposes hereof

(31) Smittskyddsinstitutet

Having its registered office at 18 Nobels Vaeg, 17182 SOLNA, SWEDEN

Represented by Dr Johan CARLSON, Director General, duly authorized for the purposes hereof

(32) Institut National de la Recherche Agronomique

Having its registered office at 2 Place Viala, 34060 cedex 1 MONTPELLIER, FRANCE

Represented by Mr Dominique OTTOMANI, Director, duly authorized for the purposes hereof

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Having its registered office at 1 Geschwister Scholl Platz, 80539 MUENCHEN, GERMANY

Represented by Mr Helmuth ECKL, Financial Officer, duly authorized for the purposes hereof

(35) FONDAZIONE EDMUND MACH

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(36) Forschungszentrum Borstel

Having its registered office at Dept. Immunology and Cell Biology - Parkallee 1, 23845 BORSTEL, GERMANY

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(37) ID VET SARL

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Represented by Mr Philippe POURQUIER, Director, duly authorized for the purposes hereof

(38) Kafkas Universitesi

Having its registered office at Pasacayiri, 36100 KARS, TURKEY

Represented by Prof. Salih OTLU, Vice Rector, duly authorized for the purposes hereof

(39) Suddeutsches Institut für Empirische Sozialforschung EV

Having its registered office at 3 Lilienstrasse, D-81667 MÜNCHEN, GERMANY

Represented by Dr Kerstin DRESSEL, Director, duly authorized for the purposes hereof

(40) Friedrich- Loeffler- Institut**Bundesforschungsinstitut für Tiergesundheit**

Having its registered office at 10 Südufer, 17493 GREIFSWALD-INSEL RIEMS, GERMANY

Represented by Dietmar Nobis, Head of Administration, duly authorized for the purposes hereof

(41) Robert Koch Institut

Having its registered office at 20 Nordufer, 13353 BERLIN, GERMANY

Represented by Prof. Reinhard BURGER, Acting President, duly authorized for the purposes hereof

(42) Universiteit Utrecht

Having its registered office at Faculty of Veterinary Medicine - Yalelaan 1, 3584 CL UTRECHT, NETHERLANDS

Represented by Dr Monique DE VRIES, Director, duly authorized for the purposes hereof

(43) The Chancellor, Masters and Scholars of the University of Oxford

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Represented by Dr Phil CLARE, Associate Director, duly authorized for the purposes hereof

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Represented by Prof. Bruno DELVAUX, Rector, duly authorized for the purposes hereof

(45) Université Libre de Bruxelles

Having its registered office at 50 Av. Franklin Roosevelt, 1050 BRUXELLES, BELGIUM

Represented by Mr Didier VIVIERS, Rector, duly authorized for the purposes hereof

(46) European Agro Environmental Healthassociates GEIE

Having its registered office at 33 Risschotlei, 2980 ZOERSEL, BELGIUM

Represented by Dr Guy HENDRICKX, Director, duly authorized for the purposes hereof

Hereinafter, jointly and individually, referred to as "Parties" or "Party", relating to the Project entitled :

BIOLOGY AND CONTROL OF VECTOR-BORNE DISEASES IN EUROPE

In short: **EDENext**

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 "Large Collaborative Project".

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:

1 Section Definitions

1.1 General

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:

"Affiliated entity" means any legal entity that is under the direct or indirect control of a *Party*, or under the same direct or indirect control as the *Party*, control taking any of the following forms:

- (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
- (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

"Member of Consortium Bodies" means a representative appointed by the *Party* of this Consortium Agreement being in charge either of a vector Group or of an Integration Group or representing the Coordinator, as detailed in Section 6.

A Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters occurring in implementing this Consortium Agreement.

"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.

"Project" means (notwithstanding the definition given in the EC Grant Agreement) the Large Collaborative Project called EDENext, with project reference No. 261504 as set out in the Description of Work attached to the EC Grant Agreement.

"Project Reports" means the periodic-reports and the final reports and all documents to be submitted to the Commission, in accordance with the General Conditions.

"Vector groups" means the 5 (five) vector groups defined in Annex 1 of the EC Grant Agreement.

"Integration groups" means the 3 (three) horizontal groups defined in Annex 1 of the EC-GA.

"Steering Committee Member" means: each leader of vector and integration groups members + Coordinator (9 (nine) total). If necessary for SC meetings, each vector and integration group leader shall appoint a substitute which shall be its deputy or one of the WP coordinators of the same group.

"Needed" means:

- (i) 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;
- (ii) 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.

"Background" means:

- (i) The information which is held by Parties prior to the entry into force of the EC Grant Agreement, as well as copyrights or rights pertaining to such results following applications for, or the issue of, patents, designs, any biological material supplementary protection certificates or similar forms of protection;
- (ii) and which is Needed for carrying out the Project or for using foreground;
- (iii) and which has been specifically identified and listed in Attachment 1 for access by the other Parties.

Additional information in particular, for the EDENext project, « **Background** » includes Data, Raw Data, Databases, Biological Material, Tools, Software, produced or acquired in the frame of the EDEN Project, conditioned by a prior agreement with the concerned partners of the EDEN project or owners of IPR :

- **"Data"** means clinical data, serological data, prevalence data, incidence data, vector data, reservoir and host data, environmental data, geographic, sociological and economic data.
- **"Raw Data"** means input data that are needed to get the knowledge arising from the project Eden. Raw data become EDENEXT Data when processed and/or standardized.
- **"Database"** means a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means, protected through copyrights and database sui generis right.

"Sideground" means information which is developed or acquired in parallel with, and independently of the Project under present EC-GA (as well as any intellectual property rights pertaining to such information).

"Foreground" means the results, including information, whether or not they can be protected, arising from the project governed by this agreement as well as copyrights or rights pertaining to such results following applications for, or the issue of, patents, designs, any new biological material, supplementary protection certificates or similar forms of protection.

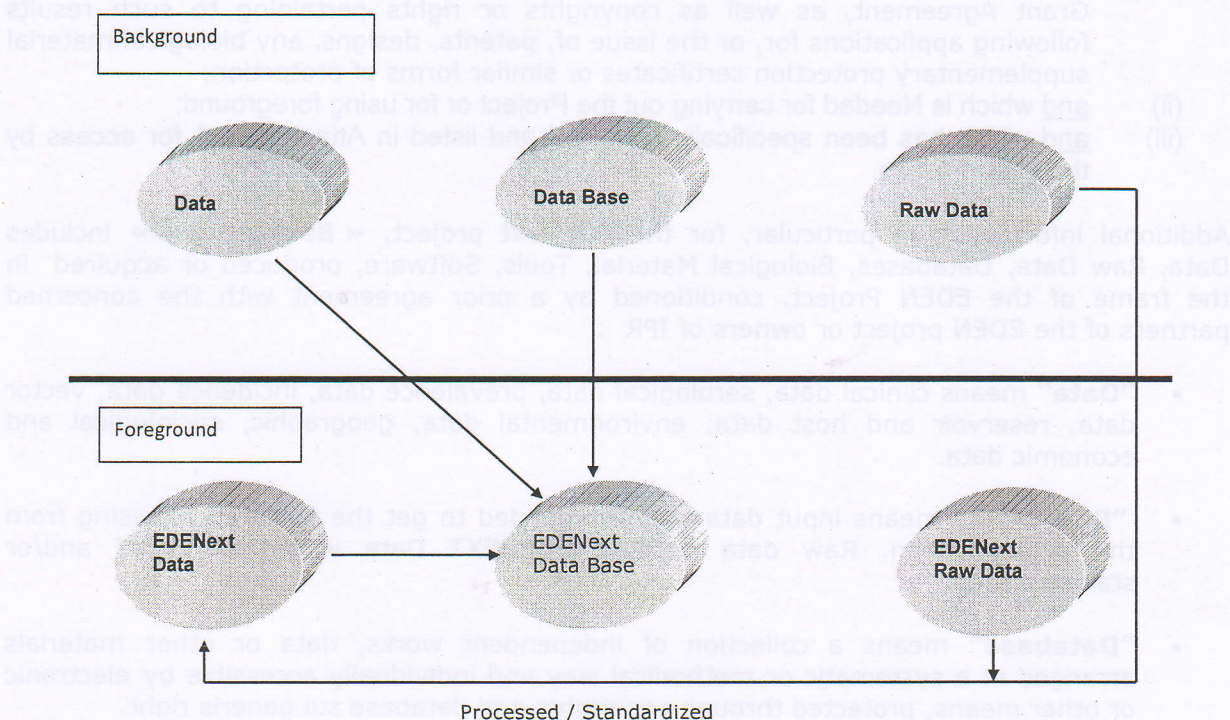
Additional information

In the present project **"Foreground"** means more particularly the EDENext Data, EDENext Raw data, EDENext Databases, Biological Material, Tools, Software, EDENext software.

- **"EDENEXT Data"** means data arising from the project, except Raw Data, coming from the Parties as knowledge in the course of the EDENEXT project

- **"EDENEXT Raw Data"** means raw data arising from the project coming from the Parties as knowledge in the course of the EDENEXT project.
- **"EDENext database"** means a compilation of data, data base and EDENEXT data, except Raw Data and EDENEXT Raw data.

Scheme of raw data, data and database definitions



"Biological material" means any sample of material containing organs, body fluids or any other material sampled from human, from animal, plant material, and/or micro microorganisms, whether protected by intellectual property rights or not.

"Tools" means any technological tool obtained from biological material like diagnostic kits or methodological tools whether protected by intellectual property rights or not.

"Software" means:

- a) Software programmes, i.e., 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 and in any code form (including Source Code form);
- b) Software information, i.e., technical information used or, useful in, or relating to the design, development, use or maintenance of any version of a software programme; and/or
- c) Software documentation, i.e., software information in documentary form.

"EDENext software" means software modelling data of the EDENext data base.

"Public body users" means any national public agency in any of the states concerned by the project or any international public agency involved in issues relating to EDENEXT.

2 Section 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 and indemnification, to supplement the provisions of the Grant Agreement concerning Access rights and dispute resolution.

3 Section 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 the duly authorised representative of the Party.

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 of Grant Agreement, Article II.37. and II.38.

The terms and conditions detailed in this Project Consortium Agreement can be changed upon request of the Coordinator and/or of a Member of the Consortium by means of addenda.

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 Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section Responsibilities of the Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law¹.

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 will give written notice to such Party requiring that such breach be remedied within 30 calendar days. In the case that the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA, the remaining members of the Steering Committee will give written notice requiring that such breach be remedied within 30 calendar days.

If the breach is capable of remedy but not within the thirty (30) days period of time, the period prolongs to an adequate period of time, as agreed upon by the Steering Committee, to remedy the default or breach.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee 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.

¹ DESCA comment : One of the basic principles in most of the continental civil law systems, including Belgian law, is the principle of "good faith", which applies both to the interpretation of contractual documents and to the execution of the contract. Due to this and other characteristics of civil law systems it has been possible to make this Consortium Agreement as short as it is, as many items do not need to be addressed as explicitly in all details as in Anglo-Saxon law systems.

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 including for what regards Background and Foreground.

5 Section 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 once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA provided such damage was not caused by a wilful act or gross negligence.

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

In the case of transfer of material between Parties for the performance of the Project, an agreement based on the model of the Material Transfer Agreement (**cf. Attachment 7 to this C.A.**) shall be entered into between the said Parties and may be amended to contain specific conditions regarding liabilities.

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 Coordinator in writing of any Force

Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 (six) weeks after such notification, the transfer of tasks - if any - shall be decided by the Steering Committee.

6 Section Governance of the Project

6.1 General Structure

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

- **Coordination**, as the legal entity, acts 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. The Coordinator designates one scientist, member of its permanent staff to act on behalf of the institution he is deemed to represent.
- **Project Secretariat** assists the Coordinator and the Steering Committee. The Coordinator designates members of its staff to provide this support. A Deputy Coordinating Administrator, member of the Coordinator's permanent staff is designated for the administrative and financial management and related reporting to the EC.
- **Annual General Meeting (AGM)** is a formal, general assembly of all the Project Parties, gathering once a year.
- **Steering Committee (SC)** is the supervisory body for the execution of the Project
- **Advisory Board (AB)** provides upon request the SC with recommendations for its management.

6.2 General operational procedures for all the Consortium Governance 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 organization of meetings

Convening meetings:

The Coordinator shall convene meetings of that Consortium body:

	Ordinary meetings	Extraordinary meetings
AGM	Once a year	Not applicable
SC	Three times a year, including AGM	At any time upon written request of any Member of the SC

6.2.3 Notice of a meeting and Agenda

The Coordinator 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 meetings	Extraordinary meetings
AGM	21 calendar days	Not applicable
SC	14 calendar days	7 calendar days

6.2.4 Chairman of S.C. (SCC)

The chairman of the Project SC is a Member of the SC, elected amongst them by SC members at the unanimity. In close collaboration with Project Coordinator, the SCC shall:

- Prepare SC meetings, in particular define the agenda;
- Chair the SC meetings: validate the agenda, wrap up discussions and validate conclusions during the meetings;
- Prepare and validate the agenda of the annual general meeting;
- Help the coordinator preparing major scientific and management proposals to be discussed at the SC meetings.

6.2.5 Agenda of the Steering Committee meetings

With the agreement of the SCC, the Coordinator proposes the draft Agenda. Any of the SC-members may add an item to the draft Agenda by written notification to all of the other SC-members up to the minimum number of days preceding the meeting (i.e. table 6.2.3).

During a meeting, the SC-members present or represented can agree to add a new item to the draft Agenda.

All Parties will have access to the Agenda of the SC meetings through the intranet website of the project even if they are not SC members.

Any decision may also be taken without a meeting if the Coordinator circulates to the SC members a written document which is then validated by the SC members by electronic means.

Extraordinary meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

Decision will only be binding once the relevant part of the Minutes has been accepted according to Article 6.2.7.

6.2.6 Voting rules and quorum of the SC meetings

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

The Coordinator and the SC members have 1 vote each, (9 (nine) votes in total).

Defaulting Parties may not vote, nor shall its presence count for the relevant quorum.

When necessary, decisions shall be taken by unanimity of the quorum.

6.2.7 Minutes of S.C. - meetings

The Coordinator 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 SC Members within 10 (ten) calendar days of the meeting.

The minutes shall be considered as accepted if, within 15 (fifteen) calendar days from sending, no SC Member has objected in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

All Parties will have access to the minutes of the SC meetings through the intranet website of the project even if they are not SC members.

6.3 Specific operational procedures for the Consortium bodies

6.3.1 Coordination

The Coordinator, as a legal entity, will be the sole focal point for the Commission and the intermediary between the Parties and the Commission and between the Parties and general organisation of the Project and will perform all tasks assigned to it as described in the Grant Agreement and hereunder.

In particular, the Coordinator will be responsible for:

- i. Review the reports to verify consistency with the project tasks before transmitting them to the Commission;
- ii. The management of the SC according to item 6.2.;
- iii. The transmission of any documents and information connected with the Project to and between the Parties concerned;
- iv. Making proposals to the SC for the allocation of the project's budget in accordance with the EC Grant Agreement, including the Project Plan and for possible transfers;
- v. Making proposals to the SC for the review and/or amendment of the terms of the Grant Agreement and of the present Consortium Agreement;
- vi. Making proposals to the SC to suspend all or part of the Project or to terminate all or part of the EC Grant Agreement, or requesting that the Commission terminate the participation of one or more Parties;
- vii. Proposing to the SC in case of default of a Party actions against the Defaulting Party including through a request to the Commission for an audit, and assignment of the Defaulting Party's tasks and suggestion on any new entity to join the Project for that purpose;

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- viii. Selecting and proposing to the SC possible new Parties to enter into the EC Grant Agreement and the Consortium Agreement; this does not limit the right of each Member to select and propose to the SC possible new Parties;
 - ix. Making proposal to the SC on technical roadmaps for the Project;
 - x. Proposing to the SC rules for the project administration and the management of the funds received from the Commission in accordance with Article 7;
 - xi. Proposing changes in the internal governance of the consortium.

The Coordinator shall neither be entitled to act nor make legally binding declarations on behalf of any other Party nor enlarge his role beyond the one described herein and in the EC Grant Agreement.

6.3.2 Project Secretariat (PS)

The PS will consist of members of the Coordinator's staff and will be designated by the Coordinator. Personnel of the PS, provided by the Coordinator, are:

- i. The Deputy Coordinating Administrator who will provide support to the Coordinator and the Consortium Bodies for financial and administrative matters. The Deputy Coordinator may act as a substitute to the Coordinating Scientist, in the absence and upon request of the Coordinator.
- ii. An administrative assistant.
- iii. Other members of the Coordinator's staff upon request and if necessary to the Project.

The PS, provided by the Coordinator, will be in charge of the financial and administrative management of the Project and of providing assistance with regard to the Coordinator's day-to-day tasks.

The PS will translate the SC decisions into daily management tasks, including operational, administrative, and financial ones. The PS will also assure the usual contacts and information Exchange with the Commission. Its members will be responsible for:

- Day-to-day coordination, project monitoring and periodic reporting (including reviews);
- Guiding partners administrative requests;
- Integrating project reports;
- Financial monitoring of the project;
- supporting for communication, dissemination and press contact;
- Ensuring efficient communication between the consortium partners;
- Ensuring that administrative tasks are efficiently and timely fulfilled.

6.3.3 Steering Committee

At the starting date of the project, the SC members are:

SC member		Group
CIRAD	Coordinator, scientific coordination	COORD
FEM	Vector Group - TBD (Tick-borne diseases) Coordination	TBD
METLA	Vector Group - RBD (Rodent-and insectivore-borne diseases) Coordination	RBD
UNIROMA1	Vector Group - MBD (Mosquito-borne diseases) coordination	MBD
CUNI	Vector Group - PhBD (Sandfly-borne diseases) coordination	PhBD
CIRAD	Vector Group - CBD (Culicoide-borne diseases) coordination	CBD
FVM	Integration Group - MOD (Modelling) coordination	MOD
EURO-AEGIS	Integration Group - DMT (Data Management) coordination	DMT
FLI	Integration Group - PH IG (Public Health) coordination	PH

The SC shall assess and possibly correct the project overall strategy. It shall examine major decisions to be taken.

In addition, the SC shall collect information at least three times a year on the progress of the Project, examine that information to assess the compliance of the Project with the Description of work (DOW) and, if necessary, propose modifications to the Coordinator.

6.3.3.1 Duties

The SC members shall:

- Initiate, coordinate and have organised their respective working groups (Vector and horizontal integration Groups);
- Support the Coordinator in preparing meetings with the EC and in preparing related data and deliverables;
- Prioritise and discuss communication actions, and joint publications between Parties or with entities which are not party or the present Consortium Agreement;
- Validates planned publications related to the Foreground;
- In case of abolished tasks as a result of a decision of a consortium body, the SC shall advise the Coordinator on ways to rearrange tasks and budgets of the involved Parties. Such rearrangements shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

In addition, the SC shall in particular be responsible for:

- Deciding upon a change of the list of Affiliates, when requested;
- Proposing to the Coordinator for transmission to the Commission, to suspend all or part of the Project or to terminate all or part of the Grant Agreement, or to request the Commission to terminate the participation of one or more Parties;
- In case of default of a Party agreeing on actions to be taken against the Defaulting Party including a request to the Commission for an audit, or for the assistance of the Commission, and making proposals to the other Parties to re-assign the Defaulting Party's tasks, and if appropriate to agree upon a new entity to join the Project for that purpose;
- Agreeing on procedures and policies in accordance with the Commission contractual rules for the management of intellectual property rights, i.e. lists of positive or

negative background, monitoring of access rights, deciding on dissemination activities and exploitation strategies of joint foreground, deciding and implementing provisions of Sections 8, 9 and 10 of this Consortium Agreement;

- Deciding upon the data classification in the Project data base;
- Identifying and discussing ethical questions that will arise during the course of the Project.

6.3.4 Advisory Board (AB)

The AB includes prominent experts in the field of vectors and vector-borne diseases, and representatives of Project output users, such as human and veterinary public-health agencies.

The AB will include up to 10 (ten) members which may be individually requested by the SC, during the AGM, the SC meetings, or when specifically needed.

The AB members will be nominated at the beginning of the Project and invited if necessary to take part to some of the Project meetings.

The role of the AB is to give recommendations for Project scientific management to reach expected outputs in general and more specifically to:

- Advise and comment on the Project research strategy and its implementation, e.g. when large regions, or major public-health questions are covered;
- Examine Project advances and give recommendations for improved Project R&D management to reach the expected outputs;
- Ensure that Project outputs are compatible with user needs;
- Propose communication and dissemination strategy to promote the Project ethical Policy.

All members of the Advisory Board shall sign a personal Non –Disclosure Agreement in compliance with the terms and conditions of section 10 of this Consortium Agreement.

7 Section 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 the Annex 1;
- The approval of reports by the European Commission, and
- The provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Description of Work.

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:

- a) For 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 Party 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 Parties.
- b) For costs related to updating this Agreement;
- c) For management costs of the Coordinator and the Project Secretariat;
- d) For costs related to the tasks of the SC.

7.2.2 Budgeting of research 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 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.

7.3.2 Payment schedules.

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

Except for the first advanced payment, the Commission will transfer the funds to the Coordinator after acceptance of each periodic report. The coordinator will transfer the funds to the parties without unjustified delay.

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 Party which has not yet signed this Consortium Agreement.

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

8 Section Foreground

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

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- Each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owners; and,
- Each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license subject to the following conditions:
 - At least 45 (forty five) days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to 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 EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (6) after signature of this Agreement requires a decision of the SC.

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

8.3 Dissemination

8.3.1 Publication.

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

Prior to submission a manuscript, a notice shall be made to other beneficiaries (e.g. partners of the same vector group) and to the Vector Group or Integration Group coordinator, and subsequently, to the SC for approval. Any objection to the submission of the planned manuscript shall be made in accordance with the Grant Agreement in writing to the EDENext Coordinator and to any Party concerned within 10 (ten) days after the receipt of the notice (manuscript). If no objection is made within the time limit stated above, the submission is permitted. The project secretariat will attribute to each publication a number according to an internal procedure. A list of these publications will be available on the Internet website of the Project.

8.3.1.2. An objection is justified if:

- a. The objecting Party's legitimate academic or commercial interests are compromised 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.

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

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1.1. is not considered as an approval.

8.3.3 Cooperation obligations

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

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.

9 Section 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 SC 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 Steering Committee can permit a Party to add Background to Attachment 2.

The Parties are entitled to revise their respective Background lists, in the event that a new Party joins the Project.

9.1.5. Nothing in this Consortium Agreement shall be construed as conferring access rights to the Parties' Sideground, without prior written agreement.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Description of work (DOW) 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.

9.2.3 If the SC considers that the restrictions have such impact, which is not foreseen in the DOW, it may decide to update the DOW accordingly.

9.2.4 Any Access Rights granted expressly exclude any rights to sub-licence unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

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

9.4.2 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

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium.

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

9.7.2 Parties leaving the Consortium.

9.7.2.1 Access Rights granted to a leaving Party:

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 SC to terminate its participation in the Consortium.

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

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.

10 Section Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 (five) 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;
- f. The Confidential Information was already known to the Recipient prior to disclosure, or
- g. The disclosure or communication of confidential information is required by the national law of one of the beneficiaries and that he has informed the Steering Committee of the existence of this national law and of the precise content of the information prior any communication to the relevant national authority.

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

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

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

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

11 Section 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 (Listed Affiliated Entities)
- Attachment 5 (initial list of Members and other contact persons),
- Attachment 6 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)
- Attachment 7 (Material Transfer Agreement)

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 5.

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.

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 regarding Intellectual Property issues arising out of or in connection with this Consortium Agreement, which cannot be solved amicably by the Steering Committee and/or the Parties concerned, shall be finally settled under the Expedited Rules of Arbitration of the World Intellectual Property Organization (WIPO) by one arbitrator 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.

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of L. SAKVARELIDZE NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH (NCDC – 5)

Legally authorised representative

Nato Avaliani

Position

Director General

Signature

Stamp of the organization



Date

February 3, 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of CENTRE DE COOPERATION INTERNATIONAL EN RECHERCHE AGRONOMIQUE POUR LE DEVELOPPEMENT

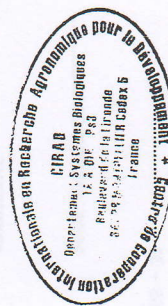
Legally authorised representative

Daniel BARTHELEMY.....

Position

Director of BIOS Department

Signature



Stamp of the organization

Date

...15 February 2011.....

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of UNIVERZITA KARLOVA V PRAZE (CUNI - 2)

Legally authorised representative

Bohuslav Gaš

Position

dean

Signature

Stamp of the organization

Date

25-01-2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of ISTITUTO SUPERIORE DI SANITA (ISS - 3)

Legally authorised representative

PROF. ENRICO GARACI.....

Position

PRESIDENT

Signature



Stamp of the organization



Date

27.01.2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT (IRD - 4)

Legally authorised representative

Michel LAURENT

Position

President

Signature



Stamp of the organization

IRD
INSTITUT DE RECHERCHE
POUR LE DEVELOPPEMENT
CS 90009
44, Bd de dunkerque
13572 Marseille

Date

27.02.2011

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENNext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein. Done in 2 (two) originals.

On behalf of PANEPISTIMIO KRITIS (UNIVERSITY OF CRETE) (Uoc-6)

Legally authorised representative

Position

EMMANUEL PETRAKIS

Signature



Stamp of the organization

Date 31.01.2011

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENNext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein. Done in 2 (two) originals.

On behalf of L. SAKVARELIDZE NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH (NCDC - 5)

Legally authorised representative

Nato Avallani

Position

Director General

Signature



Stamp of the organization

Date

February 3, 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of INSTITUTO DE HIGIENE E MEDICINA TROPICAL (IHMT-7)

Legally authorised representative

PAULO FERRAZ NAO

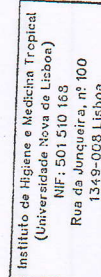
Position

DA D. FERRAZ NAO

Signature

Paulo Ferraz Nao

Stamp of the organization



Date

24/01/2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of INSTITUTO DE SAUD CARLOS III (ISCIII-8)

Legally authorised representative

JOSE JERONIMO NAVAL

Position

DIRECTOR

Signature

Jose Jeronimo Naval

Stamp of the organization



Date

3rd MARCH 2011

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done In 2 (two) originals.

On behalf of HACETTEPE UNIVERSITESI (HUESRL-9)

Legally authorised representative

PROF. DR. UĞUR ERDENER

Position

RECTOR

Signature



Stamp of the organization



Date

27.01.2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of EGE UNIVERSITESI (EUMS-10)

Legally authorised representative

Prof. Dr. Candegir YILMAZ

Position

RECTOR

Signature



Stamp of the organization



Date

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.

12 Section Signatures

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Done in 2 (two) originals.

On behalf of NATURAL ENVIRONMENT RESEARCH COUNCIL (NERC-11)

Legally authorised representative

CAROL A. HUGHES

Position

RESEARCH CONTRACTS ADVISOR

Signature

P. A. Hughes

Natural Environment Research Council
CEH Contracts Department
Polaris House
North Star Avenue
Swindon
SN2 1EU

Stamp of the organization

Date _____

21 JAN 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of THE INSTITUTE FOR ANIMAL HEALTH (IAH-12)

Legally authorised representative

Position

.....
 Director of Operations
 H S:AM
 and Company Secretary

 H S:AM

Signature

2

Stamp of the organization

INSTITUTE FOR ANIMAL HEALTH,
COMPTON LABORATORY
COMPTON
NEWBURY, BERKS., RG20 7N¹

Date _____

22/1/2011

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.

12 Section Signatures

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Done in 2 (two) originals.

On behalf of HACETTEPE UNIVERSITESI (HUESRL-9)

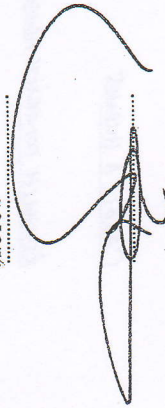
Legally authorised representative

PROF. DR. UĞUR ERDENER

Position

RECTOR

Signature



Stamp of the organization



Date

27.01.2011

12 Section Signatures

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Done in 2 (two) originals.

On behalf of EGE UNIVERSITESI (EUMS-10)

Legally authorised representative

Prof. Dr. Candegir YILMAZ

Position

RECTOR

Signature



Stamp of the organization



Date

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Done in 2 (two) originals.

On behalf of NATURAL ENVIRONMENT RESEARCH COUNCIL (NERC-11)

Legally authorised representative

CAKEL A. LUCCHES

Position

RESEARCH CONTRACTS ADVISOR

Signature

P. Hughes

Stamp of the organization

Natural Environment Research Council
CEH Contracts Department
Polaris House
North Star Avenue
Swindon
SN2 1EU

Date

21 JAN 2011

12 Section Signatures

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Done in 2 (two) originals.

On behalf of THE INSTITUTE FOR ANIMAL HEALTH (IAH-12)

Legally authorised representative

Position

Stefan M. H. Oprea
Director of Operations
and Company Secretary

Signature

[Signature]

Stamp of the organization

INSTITUTE FOR ANIMAL HEALTH
COMPTON LABORATORY
COMPTON
NEWBURY, BERKS, RG20 7NE

Date

21/1/2011

12 Section Signatures

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Done in 2 (two) originals.

On behalf of INSTITUT SENEGALAIS DE RECHERCHES AGRICOLES (ISRA-13)

Legally authorised representative

Position

Signature

Stamp of the organization

Date

Dr Macamba Diouf

Directeur Général



Le Directeur Général
de l'ISRA
Dr Macamba DIOUF

19 JAN 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of FUNDACIO CENTRE DE RECERCA EN SANITAT ANIMAL (CRESA-14)

Legally authorised representative

Position

Signature

Stamp of the organization

Date

MARCIALO DOMINGO AVAREZ

Director

CRESA

Centre de Recerca en Sanitat Animal
Consell de Bellesguard • 08103 Bellver de la Ribera (Barcelona) Spain

19 GEN 2011

12 Section Signatures

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Done in 2 (two) originals.

On behalf of DANMARKS TEKNISKE UNIVERSITET (DTU-15)

Legally authorised representative

CLAU S NIELSEN

Position

UNIVERSITY DIRECTOR

Signature

Claus Nielsen

Technical University of Denmark
Anker Engeltunns Vej 1, Building 101A
DK-2800 Kgs. Lyngby
Denmark



Stamp of the organization

Date

12-2011

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.

12 Section Signatures

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Done in 2 (two) originals.

On behalf of ENTENTE INTERDEPARTEMENTALE POUR LA DEMOUSTICATION DU LITTORAL MEDITERRANEEN (EID-16)

Legally authorised representative

Le Président
...Christian JEAN.

Position

Signature

Christian JEAN



Stamp of the organization

Date

18 January 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of INSTITUT SENEGALAIS DE RECHERCHES AGRICOLES (ISRA-13)

Legally authorised representative

Position

Signature

Stamp of the organization

Date

Dr Macumba Dionf

Dionf Macumba

Le Directeur Général de l'ISRA
Dr Macumba Dionf

Macumba Dionf

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of FUNDACIO CENTRE DE RECERCA EN SANITAT ANIMAL (CRESA-14)

Legally authorised representative

Position

Signature

Stamp of the organization

Date

MAGNANO DOMINGO AVAREZ

*MAGNANO**[Signature]*

CRESA
Centre de Recerca en Sanitat Animal
Campus de Bellver • 08193 Bellver (Barcelona) Spain

11.9 GEN. 2011

12 Section Signatures

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On behalf of UNIVERSITAT DE LES ILLES BALEARS (UIB-17)

Legally authorised representative

JORDI LALUCAT JO

Position

VICE-RECTOR FOR RESEARCH

Signature




Universitat de les
Illes Balears

Viceccector d'Investigació

.....

Stamp of the organization

Date

18-01-2011

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.

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On behalf of INSTITUT PASTEUR (IP-18)

Legally authorised representative

Position

Christophe MAURIET
Senior Executive Vice-President

Signature



Stamp of the organization



Institut Pasteur
25-28 rue du Pasteur, Paris
75231 PARIS Cedex 15

Date

01.MARS.2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of VETERINÄRMEDIZINISCHE UNIVERSITÄT WIEN (VETMEDUNI VIENNA-19)

Legally authorised representative

Dr. SONJA HAMMERSCHMID

Position

RECTOR

Signature



Stamp of the organization

Veterinärmedizinische
Universität Wien
Rektoratbüro
Veterinärplatz 1, 1210 Wien
T +43 1 25077-1002
F +43 1 25077-1080



Date

18.01.2011

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.

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I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of ÚSTAV BIOLOGIE OBRATLOVCU AV ČR, V.V.I. (IVB-20)

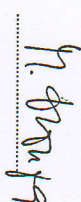
Legally authorised representative

MARCEL HONZA

Position

DIRECTOR

Signature



Stamp of the organization

Institute of Vertebrate Biology
of the ASCR, v.v.i.
Květná 8
603 65 Brno
Czech Republic

Date

21 January 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

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Done in 2 (two) originals.

On behalf of SZENT ISTVAN EGYETEM(SZIE-21)

Legally authorised representative

.....
Dr. László Solti.....

Position

.....Rector.....

Signature

.....

Stamp of the organization



Date

.....02.02.2011.....

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

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Done in 2 (two) originals.

On behalf of INSTITUTUL NATIONAL DE CERCETARE DEZVOLTARE PENTRU MICROBIOLOGIE SI IMUNOLOGIE * CANTACUZINO * (NIRDML-22)

Legally authorised representative

Dr Gabriel Ionescu

Position

General Director

Signature

.....

Stamp of the organization



Date

February 7, 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (UNIROMA1-23)

Legally authorised representative

Prof. Luigi Frati

Position

Rector

Signature


Luigi Frati

Stamp of the organization

.....

Date

Rome, 25 January 2011

12 Section Signatures

UZH-24 hereby agree that by signing this document it becomes a Beneficiary to the said Agreement and agrees to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of UNIVERSITAET ZUERICH (UZH-24)

Legally authorised representative

Daniel Wyler

Position

Vice President

Signature

Daniel Wyler

Stamp of the organization



Date

21 FEB. 2011

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.

12 Section Signatures

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On behalf of INSTITUTE OF PUBLIC HEALTH (IPH-25)

Legally authorised representative

Albana Ahmeti

Position

Deputy Director

Signature



Stamp of the organization



Date

21/01/2011

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On behalf of AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC-26)

Legally authorised representative

José Juan Sánchez Serrano
Vice-president

Position

.....

Signature



Stamp of the organization



Date

08 FEB 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

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On behalf of AGENCE NATIONALE DE SECURITE SANITAIRE DE L'ALIMENTATION, DE L'ENVIRONNEMENT ET DU TRAVAIL (ANSES-27)

Legally authorised representative

Position

Le Directeur Général
Marc MORTUREUX

Directeur Général

Signature



Stamp of the organization

AGENCE NATIONALE DE SECURITE SANITAIRE
Alimentation, environnement, travail
27-31, av. du Général Leduc
94701 MAISONS-ALFORT CEDEX
République Française

Date

03.FEV. 2011

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.

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On behalf of INSTITUTUL NATIONAL DE CERCETARE DEZVOLTARE DELTA DUNĂRII (DDN-28)

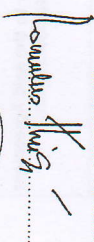
Legally authorised representative

STUCA ROMULUS

Position

DIRECTOR GENERAL

Signature



Stamp of the organization



Date

20 IANUARIE 2011

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Done in 2 (two) originals.

On behalf of METSANTUTKIMUSLAITOS (METLA-29)

Legally authorised representative

Leena Paavilainen

Position

Director of Research

Signature

Leena Paavilainen

Stamp of the organization



Date

18 January, 2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

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Done in 2 (two) originals.

On behalf of UNIVERSITEIT ANTWERPEN (UA-30)

Legally authorised representative

Prof. Dr. Alain Verschoren

Position

Rector

Signature

Alain Verschoren

Stamp of the organization



Universiteit
Antwerpen

Date

17/01/2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

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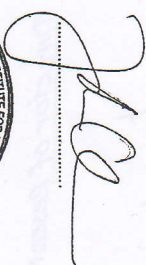
On behalf of SMITTSKYDDSIINSTITUTET (SMI-31)

Legally authorised representative

Position

JOHAN CARLSON
Director General

Signature




Stamp of the organization

Date

20/01/2011

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.

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On behalf of INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE (INRA-32)

Legally authorised representative

Position

Service d'appui à la recherche
le Directeur

D. OTTOMANI

Signature



Stamp of the organization

MINISTÈRE DE LA RECHERCHE
ET DE LA TECHNOLOGIE
MINISTÈRE DE L'AGRICULTURE
Institut National Recherche Agronomique
Centre de Montpellier
SDAR - Place Pierre Viala
34060 MONTPELLIER CEDEX 1

Date

15/02/11

17 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
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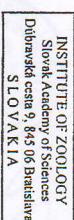
On behalf of USTAV ZOOLOGIE SLOVENSKEJ AKADEMIE VIED (SAS-33)

Legally authorised representative RND. Milan KOZANEK, CSc.

Position Director.....

Signature 

Stamp of the organization



Date 19 January 2011

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.

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Done in 2 (two) originals.

On behalf of LUDWIG-MAXIMILIANS-UNIVERSITÄT MÜNCHEN (LMU-34)

Legally authorised representative Helmut Eckl

Position Financial Officer

Universität München


H. Eckl
Financial Officer

Stamp of the organization



Date 26.01.2011

17 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.
I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of FONDAZIONE EDMUND MACH (FEM-35)

Legally authorised representative

Dr. Roberto Viola

Position

Director of the Research & Innovation Centre

Signature



Il Dirigente
Centro Ricerca e Innovazione
- dott. Roberto Viola -

Stamp of the organization

Date

07. February 2011

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.

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Done in 2 (two) originals.

On behalf of FORSCHUNGSZENTRUM BORSTEL (RCB-36)

Legally authorised representative

Prof. Dr. Peter Zabel

Position

Director

Signature

Zabel

Stamp of the organization

Prof. Dr. med. Peter Zabel
Ärztlicher Direktor
Medizinische Klinik
Forschungszentrum Borstel
Parkallee 36
23845 Borstel

Date

19. 01. 11

12 Section Signatures

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Done in 2 (two) originals.

On behalf of KAFKAS UNIVERSITESI (KAU-38)

Legally authorised representative

SAMI OZCAN

Position

RECTOR (PRESIDENT)

Signature

Stamp of the organization



Date

17/01/2011

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.

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Done in 2 (two) originals.

On behalf of ID VET SARL (IDVET-37)

Legally authorised representative

Philippe POURQUIER

Position

Director

Signature

ID VET SARL
167, Rue Mehdi Ben Barka
Zone Garosud
34070 MONTPELLIER
Tél : 04 67 41 49 33
Fax : 04 67 45 36 95
.....SIRET: 478 123 219 00014
TVA : FR17 478 123 219

Stamp of the organization

Date

26/01/2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of SÜDDEUTSCHES INSTITUT FÜR EMPIRISCHE SOZIALFORSCHUNG EV (SINE-39)

Legally authorised representative
Dressel.....

Dr.

Kerstin

Position

Chair of the Board of Directors

Signature



Stamp of the organization

**SÜDDEUTSCHES INSTITUT
FÜR EMPIRISCHE
SOZIALFORSCHUNG E.V.**
Lilienthalstraße 3 • D 81669 München
Telefon 089 69 37 21 77 • www.sine-institut.de

Date

30.01.2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of FRIEDRICH-LOEFFLER-INSTITUT (FLI-40)

Legally authorised representative

DIETMAR NOBIS

Position

HEAD OF ADMINISTRATION

Signature



Stamp of the organization

Friedrich-Loeffler-Institut
Strabe 10
17488 Greifswald Insel Hingst

Date

24 Jan 2011

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of ROBERT KOCH-INSTITUT (RKI-41)

Legally authorised representative

Prof. Dr. Reinhard Buge

Position

President

Signature

[Signature]

ROBERT KOCH-INSTITUT
Nordufer 20, 13353 Berlin



Stamp of the organization

Date

03/06/2011

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.

12 Section Signatures

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I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of UNIVERSITEIT UTRECHT (FVM-42)

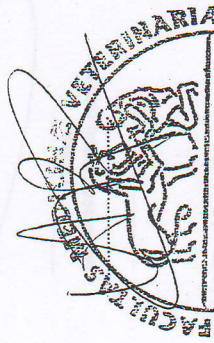
Legally authorised representative

PROF. DR. A. Pijpers

Position

DEAN

Signature



Postadres:
PO box 80.163
3508 TD Utrecht, The Netherlands
Verstuuradres:
Valeian 1, De Utrecht, Utrecht
The Netherlands
Phone:
Fax:

Stamp of the organization

Date

31/1/2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD (UOXF-AT-43)

Legally authorised representative

.....
Dr Stephen Connolly
Associate Director
Research Services
.....

Position

Signature



Stamp of the organization



Date

7/3/11

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

Done in 2 (two) originals.

On behalf of UNIVERSITE CATHOLIQUE DE LOUVAIN (UCL-44)

Legally authorised representative

.....
Professeur Bruno Delvaux
Recteur
.....

Position

Signature



Stamp of the organization



Date

24 JAN. 2011

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.

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained therein.
Done in 2 (two) originals.

On behalf of UNIVERSITE LIBRE DE BRUXELLES (ULB-45)

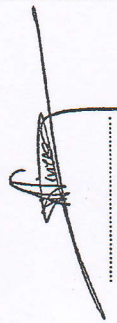
Legally authorised representative

Prof. Didier Viviers

Position

Rector

Signature



Stamp of the organization



Date

21/01/2011

12 Section Signatures

I certify that I have read thoroughly the present Consortium Agreement hereafter referenced EDENext Consortium Agreement and the Attachment 1 to 7 and that I have fully understood these documents and that I have not made any changes or modifications on them.

I hereby agree that by signing this document I become Beneficiary to the said Agreement and agree to be bound by all terms, conditions and obligations contained herein.
Done in 2 (two) originals.

On behalf of EUROPEAN AGRO ENVIRONMENTAL HEALTH ASSOCIATES GEIE (EURO-AEGIS-46)

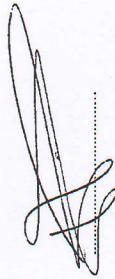
Legally authorised representative

Stefan Hendrickx

Position

Director

Signature



Stamp of the organization

Date

18-01-2011