



Deliverable Report

Deliverable No:	D1.2	Delivery Month:	3	
Deliverable Title	Consortium Agreement			
WP No:	1	WP Lead beneficiary:	P1. HCMR	
WP Title:	Project Management			
Task No:	1.2	Task Lead beneficiary:	P1. HCMR	
Task Title:	Kickoff meeting			
Other beneficiaries:	P2. FCPCT	P3. IRTA	P4. IOLR	P5. UNIABDN
P6. DLO	P7. IMR	P8. IEO	P9. UL	P10. TU/e
P11. AU	P12. APROMAR	P13. UNIBA	P14. IFREMER	P15. ULL
P16. FUNDP	P17. NIFES	P18. CTAQUA	P19. CMRM	P20. SARC
P21. DTU	P22. SWH	P23. ARGO	P24. ITICAL	P25. DOR
P26. GEI	P27. FORKYS	P28. CANEXMAR	P29. ASIALOR	P30. CULMAREX
P31. IRIDA	P32. MC2	P33. FGM	P34. BVFi	P35. MASZ
P36. ANFACO	P37. EUFIC	P38. HRH		
Status:	Delivered		Expected month:	4
.....				

Lead Scientist preparing the Deliverable: Mylonas, C.C. (HCMR),

Other Scientists participating: All Principle Investigators from all the beneficiaries

Objective: The objective of this Deliverable is to set the rules of operation of the DIVERSIFY consortium.

Deviations: The deliverable was approved and signed by the beneficiaries during Mo 4 (March 2014)



DIVERSIFY

Consortium Agreement



Project full title:	Enhancing the European aquaculture production by removing production bottlenecks of emerging species, producing new products and accessing new markets.
Project acronym:	DIVERSIFY
Grant Agreement Identifier:	FP7-KBBE-2013-7 single stage
Grant Agreement number:	603121
Type of funding scheme:	Collaborative Project, Large-scale integrating project targeted to SMEs



Table of Content

SECTION 1: DEFINITIONS	8
1.1 DEFINITIONS	8
1.2 ADDITIONAL DEFINITIONS	8
SECTION 2: PURPOSE	9
SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION	9
3.1 ENTRY INTO FORCE.....	9
3.2 DURATION AND TERMINATION.....	10
3.3 SURVIVAL OF RIGHTS AND OBLIGATIONS.....	10
SECTION 4: RESPONSIBILITIES OF PARTIES	10
4.1 GENERAL PRINCIPLES.....	10
4.2 BREACH	10
4.3 INVOLVEMENT OF THIRD PARTIES	11
SECTION 5: LIABILITY TOWARDS EACH OTHER	11
5.1 NO WARRANTIES	11
5.2 LIMITATIONS OF CONTRACTUAL LIABILITY	11
5.3 DAMAGE CAUSED TO THIRD PARTIES	11
5.4 FORCE MAJEURE.....	11
SECTION 6: GOVERNANCE STRUCTURE	12
6.1 GENERAL STRUCTURE	12
6.2 GENERAL OPERATIONAL PROCEDURES FOR ALL CONSORTIUM BODIES.....	12
6.3 SPECIFIC OPERATIONAL PROCEDURES FOR THE CONSORTIUM BODIES	15
6.4 COORDINATOR	17
6.5 MANAGEMENT SUPPORT TEAM (ADMINISTRATION OFFICE).....	17
SECTION 7: FINANCIAL PROVISIONS	17
7.1 GENERAL PRINCIPLES.....	17
7.2 BUDGETING.....	18
7.3 PAYMENTS	18
SECTION 8: FOREGROUND	19
8.1 JOINT OWNERSHIP.....	19
8.2 TRANSFER OF FOREGROUND.....	19
8.3 DISSEMINATION.....	20
8.3.1 PUBLICATION.....	20
SECTION 9: ACCESS RIGHTS	21
9.1 BACKGROUND COVERED	21
9.2 GENERAL PRINCIPLES	21
9.3 ACCESS RIGHTS FOR IMPLEMENTATION	22
9.4 ACCESS RIGHTS FOR USE.....	22
9.5 ACCESS RIGHTS FOR AFFILIATED ENTITIES	22
9.6 ADDITIONAL ACCESS RIGHTS.....	23
9.7 ACCESS RIGHTS FOR PARTIES ENTERING OR LEAVING THE CONSORTIUM	23
9.8 SPECIFIC PROVISIONS FOR ACCESS RIGHTS TO SOFTWARE.....	23



SECTION 10: NON-DISCLOSURE OF INFORMATION	24
SECTION 11: MISCELLANEOUS	25
11.1 ATTACHMENTS, INCONSISTENCIES AND SEVERABILITY.....	25
11.2 NO REPRESENTATION, PARTNERSHIP OR AGENCY	25
11.3 NOTICES AND OTHER COMMUNICATION	26
11.4 ASSIGNMENT AND AMENDMENTS	26
11.5 MANDATORY NATIONAL LAW	26
11.6 LANGUAGE.....	26
11.7 APPLICABLE LAW	26
11.8 SETTLEMENT OF DISPUTES	26
SECTION 12: SIGNATURES	28
[ATTACHMENT 1: BACKGROUND INCLUDED]	66
[ATTACHMENT 2: BACKGROUND EXCLUDED]	67
[ATTACHMENT 3: ACCESSION DOCUMENT]	70
[ATTACHMENT 4: LISTED AFFILIATED ENTITIES]	71
[ATTACHMENT 5: LIST OF THIRD PARTIES]	72
[ATTACHMENT 6: INITIAL LIST OF PRINCIPLE INVESTIGATORS OF EACH MEMBER OF THE CONSORTIUM]	73



CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE
COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings,
research centres and universities in actions under the Seventh Framework Programme and for
the dissemination of research results (2007-2013) hereinafter referred to as Rules for
Participation and the European Commission Grant Agreement, adopted on 10 April 2007,
hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007
Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is
made on 1 February 2014, hereinafter referred to as “Effective Date”

BETWEEN:

the HELLENIC CENTER FOR MARINE RESEARCH (HCMR), 46,7 km Avenue Athens-Sounio
(Mavro Lithari), ANAVISSOS ATTIKI 19013, Greece, represented by Vasileios Lykousis, Vice
President,

- the Coordinator -

INSTITUT DE RECERCA I TECNOLOGIA AGROALIMENTARIES (IRTA), Passeig de Gracia,
44 3 planta, BARCELONA 08007, Spain, represented by Jordi De La Cuesta Fernández, Chief
Financial Officer,

FUNDACION CANARIA PARQUE CIENTIFICO TECNOLOGICO DE LA UNIVERSIDAD DE
LAS PALAMAS DE GRAN CANARIA (FCPCT), Calle Juan De Quesada 30, LAS PALMAS
35001, Spain, represented by Mejias Gabriel, General Manager,

ISRAEL OCEANOGRAPHIC AND LIMNOLOGICAL RESEARCH LIMITED (IOLR), Tel
Shikmona, HAIFA 31080, Israel, represented by Joseph Dishon, Deputy Director, Finance and
Administration and/or Barak Herut, Director General,

THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN (UNIABDN), King’s College
Regent Walk, ABERDEEN AB24 3FX, United Kingdom, represented by Frederick
Stevenson-Robb, Director and/or Elizabeth Rattray, Deputy Director,

STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK (DLO), Research Institute LEI,
Droevendaalsesteeg 4, WAGENINGEN 6708 PB, The Netherlands, represented by Laan van
Staalduinen, Managing director LEI and/or Rien Komen, Director operations LEI,

HAVFORSKNINGSINSTITUTTET (IMR), Nordnesgaten 50, BERGEN 5817, Norway,
represented by Anne Skarstein, Director of Administration and Finance and/or Arild Markussen,
Head of Finance and Economic Planning,

INSTITUTO ESPAÑOL DE OCEANOGRAFIA (IEO), Corazon de Maria 8, MADRID 28002,
Spain, represented by Eduardo Balguerías Guerra, Director and/or Demetrio de Armas Pérez,
Deputy General Director of Research,



DIVERSIFY Consortium Agreement

UNIVERSITÉ DE LORRAINE (UL), cours Léopold 34, NANCY 54052, France, represented by Pierre Mutzenhardt, President,

TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e), Den Dolech 2, EINDHOVEN 5612 AZ, The Netherlands, represented by Jos Hermus, Managing Director Department of Industrial Engineering & Innovation Sciences,

AARHUS UNIVERSITET (AU), Nordre Ringgade 1, AARHUS C 8000, Denmark, represented by Thomas Tscherning, Director of AU Technology Transfer Office,

ASOCIACIÓN EMPRESARIAL DE PRODUCTORES DE CULTIVOS MARINOS (APROMAR), Carretera del Marquesado Km 3-40, , CHICLANA DE LA FRONTERA 11130, Spain represented by Javier Ojeda González-Posada, General Manager,

UNIVERSITÀ DEGLI STUDI DI BARI ALDO MORO (UNIBA), Piazza Umberto I 1, BARI 70121, Italy, represented by Antonio Felice Uricchio, Rector and/or Angelo Tursi, Vice-Rector,

INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER), rue Jean Jacques Rousseau 155, ISSY-LES-MOULINEAUX 92138, France, represented by Patrick Vincent, Deputy General Manager,

UNIVERSIDAD DE LA LAGUNA (ULL), Molinos De Agua S/N, LA LAGUNA TENERIFE 38071, Spain, represented by Catalina Ruiz Pérez, Vicechancellor of Research and Transfer of Knowledge and/or Eduardo Doménech Martínez, Rector,

UNIVERSITE DE NAMUR ASBL (FUNDP), Rue de Bruxelles 61, NAMUR / NAMEN 5000, Belgium, represented by Yves Pouillet, Rector and/or Robert Sporcken, Vice-Rector,

NASJONALT INSTITUTT FOR ENAERINGS-OG SJOMATFORSKNING (NIFES), Strandgaten 229, BERGEN 5004, Norway, represented by Mari Moren, Head of Research and/or Bente Torstensen, Research Director,

FUNDACION CENTRO TECNOLOGICO ACUICULTURA DE ANDALUCIA (CTAQUA), Muelle Comercial S/N Edif Ctaqua, EL PUERTO DE SANTA MARIA CADIZ 11500, Spain, represented by Rocio Robles, Technical Director and/or Juan Manuel García de Lomas, General Manager,

CONSELLERIA DO MAR - XUNTA DE GALICIA (CMRM), Edificio administrativo San Caetano, SANTIAGO DE COMPOSTELA 15781, Spain, represented by Susana Rodriguez, Directora General and/or Jose Molares, SubDirector General,

SKRETTING AQUACULTURE RESEARCH CENTRE AS (SARC), Sjøhagen 3, STAVANGER 4016, Norway, represented by Alejandro Obach, Managing Director,

DANMARKS TEKNISKE UNIVERSITET (DTU), Anker Engelundsvej 1, Building 101A, KONGENS LYNGBY 2800, Denmark, represented by Claus Nielsen, Director and/or Anders Overgaard Bjarklev, President,

STERLING WHITE HALIBUT AS (SWH), Hundsnes, HJELMELAND 4130, Norway, represented by Magnus Skretting, Managing Director and/or Borre Erstad, Biologist,

ICHTHYOKALLIERGEIES ARGOSARONIKOU ANONYMI ETAIRIA (ARGO), Deligianni & Telamonos, AIANTEIO–SALAMINA 18903, Greece, represented by Anastasios Raftopoulos, President and Managing Director and/or Emmanouil Daniil, Director,



DIVERSIFY Consortium Agreement

AZIENDA AGRICOLA ITTICA CALDOLI (ITTICAL), Via Principe di Piemonte 5, LESINA 71010, Italy, represented by Andrea Novelli, Director,

DOR DGEY YAM LTD (DOR), Dor 1 DN Hof Hacarmel, DOR 30820, Israel, represented by Gilad Shafran, CEO,

VAS. GEITONAS & CO LTD EE (GEI), Agia Paraskevi Psathotopi Artas, ARTA 47100, Greece, represented by Evaggelos Geitonas, President,

AQUACULTURE FORKYS AE, (FORKYS) Agios Isidoros, SIKIADA VRONTADOS OMIROUPOLIS 82200, Greece, represented by Michail Marinos, President & CEO,

CANARIAS EXPLOTACIONES MARINAS SL (CANEXMAR), Calle Palangre Castillo del Romeral, SANT BARTOLOME DE TIRAIJANA 35107, Spain, represented by Jose Carlos Rendón Gomez, Administrator,

ASIALOR SARL (ASIALOR), rue Roger Husson 22, DIEUZE 57260, France, represented by Khai Minh LY, Managing Director and/or Kévin Debes, Tech Manager,

CULMAREX S.A.U. (CULMAREX), C Don Canal, 14, Aguila 30880, Murcia Spain, represented by Ana Maria Jorguera, General manager, and/or Philippe Regis, Managing Director,

IRIDA AE-PRODUCTS FOR ANIMAL PRODUCTION-SERVICES IRIDA), Riga Fereou 60, NEA ARTAKI CHALKIDA 34600, Greece, represented by Christos Gogorosis, Managing Director and/or Nikos Papaioannou, Chairman of the Board of Directors,

AYUNTAMIENTO DE A CORUNA (MC2), Plaza de María Pita 1, A CORUNA 15001, Spain represented by Carlos Negreira Souto,

SYNDESMOS ELLHNIKON THALASSOKALLIERGEION SOMATEO (FGM), Marinou Antipa 86 88, ILIOUPOLI ATHINA 16346, Greece, represented by Ioannis Pelekanakis,

BUNDESVERBAND DER DEUTSCHEN FISCHINDUSTRIE UND DES FISCHGROSSHANDELS E.V. (BVF), Grosse Elbstrasse 133, HAMBURG 22767, Germany, represented by Matthias Keller,

HUNGARIAN AQUACULTURE ASSOCIATION (MASZ), Anna-liget 8, SZARVAS 5540, Hungary, represented by Laszlo Varadi,

ASOCIACION NACIONAL DE FABRICANTES DE CONSERVAS DE PESCADOS Y MARISCOS-CENTRO TECNICO NACIONAL DE CONSERVACION DE PRODUCTOS DE LA PESCA, Lagoas Marcosende, VIGO 36310, Spain, represented by Juan Manuel Vieites Baptista de Sousa, Secretary General,

EUROPEAN FOOD INFORMATION COUNCIL AISBL (EUFIC), Hotel Tassel – rue Paul Emile Janson 6, BRUXELLES 1000, Belgium, represented by Josephine Wills, Director General and/or Laura Fernandez, Nutrition & Health Director (Deputy),

KENTRO MELETON AGORAS KAI KOINIS GNOMIS ANONIMI EMPORIKI ETAIRIA (HRH), Odos Antinoros 42 44, ATHINA 16121, Greece, represented by Hellas-Maria Saltavarea, Director, Board of Directors,

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



DIVERSIFY Consortium Agreement

relating to the Project funded under the theme

KBBE.2013.1.2-09: Diversification of fish species and products in European Aquaculture

and entitled

»Enhancing the European aquaculture production by removing production bottlenecks of emerging species, producing new products and accessing new markets.«

in short

»DIVERSIFY«

hereinafter referred to as “Project”.

WHEREAS:

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

The Parties have agreed to execute and perform the EC-GA (as such term is defined in the above-mentioned Regulation) to be awarded by the Commission for the Project and wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Plan”

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

“Consortium Budget”

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

“Defaulting Party”



DIVERSIFY Consortium Agreement

Defaulting Party means a Party that 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.

“Deliverables”

means reports, including progress reports and certified audit reports, as well as Hardware and Software referred to in the EC-GA and in this Consortium Agreement that have to be delivered to the Coordinator through the different Work Packages (WPs) and/or the Commission.

“Needed” means:

For the implementation of the Project:

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

For Use of own Foreground:

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

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document Attachment 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.



3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

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



4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.



Section 6: Governance structure

Governance structure for Medium and Large Projects (See Figure 1)

6.1 General structure

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

General Assembly as the ultimate decision-making body of the Consortium. The General Assembly consists of all the representatives (Principle Investigators) of each Member of the Consortium.

Steering Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

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

The Administration office (Management support team) assists the Steering Committee and the Coordinator.

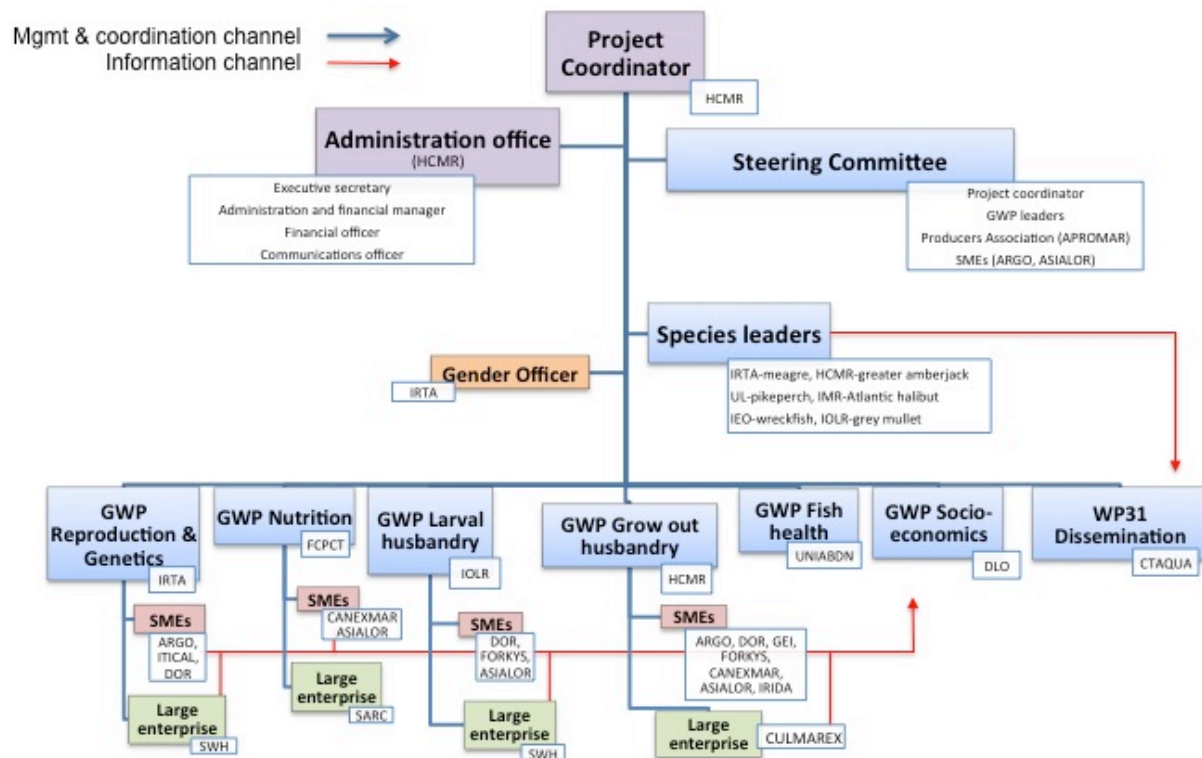


Figure 1. Management, coordination structure of DIVERSIFY. The General Assembly (not shown in the figure) consists of the representatives of all members to the consortium.

6.2 General operational procedures for all Consortium Bodies



DIVERSIFY Consortium Agreement

6.2.1 Representation in meetings

Any member of a Consortium Body (hereinafter referred to as "Member"): should be present or represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	At least once a year	At any time upon written request of the Coordinator or at the request of 25% of the GWP leaders or on the request of 50% of the Members of the consortium

6.2.2.2 Notice of a meeting:

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

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	30 calendar days	15 calendar days
Steering Committee	30 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	15 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	10 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 working days

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

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



DIVERSIFY Consortium Agreement

6.2.2.7 Except for the planned annual meetings, additional meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

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

6.2.3 Voting rules and quorum

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

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

6.2.3.3 Defaulting Parties may not vote.

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

6.2.4 Veto rights

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

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

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

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

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

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. Minutes for other meetings, such as during Group Work Package working workshops, the GWP leader is responsible for producing them and providing them to the Coordinator. The chairperson of a Consortium Body or the Coordinator shall send the draft minutes to all Members within 10 calendar days of the meeting.

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

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

If requested the Coordinator shall provide authenticated duplicates to Parties.



6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member). The General Assembly will convene once a year during the annual coordination and dissemination meetings.

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

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

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (Listed Affiliated Entities)
- Additions to Attachment 5 (List of Third Parties)

Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments



DIVERSIFY Consortium Agreement

On the basis of Annex I, the appointment if necessary of:

- Steering Committee Members

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee (SC) shall consist of the Coordinator, the Group Work package Leaders (GWP Leaders) and three representatives of the SMEs, one (1) representative of the professional associations and two (2) representatives of the SMEs, as described in the DOW, ANNEX I, Part B2.1 and in Figure 1 of this Consortium Agreement (hereinafter SC Members).

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise.

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

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

6.3.2.3.2 It shall seek a consensus among the Parties.

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

6.3.2.3.4 The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly. The information will be collected by each of the six (6) scientific GWP Leaders from the leaders of the relevant WPs and/or Tasks, as described in the DOW Annex I.

6.3.2.3.6 The Steering Committee shall:

- Agree on the Members of the Management Support Team, upon a proposal by the Coordinator
- Support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- In consultation with the six (6) Species Leaders (SL), prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

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



6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Transmitting documents and information connected with the Project to any other Parties concerned

- Administering the financial contribution of the European Commission and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

6.5 Management Support Team (Administration office)

The Management Support Team shall be appointed by the Coordinator and shall assist and facilitate the work of the Steering Committee and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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



DIVERSIFY Consortium Agreement

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 unspent 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 reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

7.2 Budgeting

The Consortium Budget comprises the resources and costs. The overall budget **breakdown to the Parties is defined in the EC-GA Annex I**. The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2.1 Budgeted costs eligible for 100% reimbursement

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

- Banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- Costs of Parties related to calls for new Beneficiaries
- Costs related to updating this Agreement
- Management costs of the Coordinator and the Management Support Team
- [costs related to the tasks of the Steering Committee]
- Intellectual property protection costs
- Costs for publications
- Costs for the tasks of chairpersons
- any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

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

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator

In particular, the Coordinator shall:



DIVERSIFY Consortium Agreement

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 Payment schedule

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay (maximum 30 days after receipt) and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA” or to a Beneficiary which has not yet signed this Consortium Agreement. The Coordinator is entitled to recover any unspent payments already paid to a Defaulting Party.

Section 8: Foreground

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

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 for research and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled exploit their jointly owned Foreground for commercial purposes including to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

The joint owners shall agree on all protection measures and the division of related cost in advance.

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.



DIVERSIFY Consortium Agreement

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

8.2.3 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 (5) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, 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 notice of any planned publication shall be given to the other Parties concerned at least 30 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 20 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests 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.

Nothing contained in the above paragraph shall prevent:

- i. The submission of a thesis to examiners in accordance with the normal regulations and practice of the Public bodies subject to such examiners being bound by confidentiality provisions in no less terms than those outlined in Article 8.3.3, where appropriate.
- ii. The obligation of a Party to issue a scientific activity report for the State or administrative organization to which it belongs. This communication shall not constitute a public disclosure, but will be an internal communication by the Party.
- iii. The Management Office from generating and responding to media enquiries concerning the activities of the project, as long as no Confidential Information, Background and/or Foreground is disclosed. All other significant public communications specific to the project, such as press releases and publicity material shall be made via, or with the consent of the Coordinator.



8.3.2 Publication of another Party's Foreground or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

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

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

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

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

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

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

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

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

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

9.2 General Principles

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



DIVERSIFY Consortium Agreement

9.2.2 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction, which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

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

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

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

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

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities 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.



DIVERSIFY Consortium Agreement

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period of time specified in Art. 9.4.2.

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.



Section 10: Non-disclosure of information

- 10.1** All information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.
- 10.2** The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for the term of the project and a period of 5 years after the end of the Project:
- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
 - to ensure that internal distribution to students and employees of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
 - to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for 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 students and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.
- 10.4** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
 - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the disclosing Party;
 - the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
 - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
 - the Confidential Information was already known to the Recipient prior to disclosure or
 - the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.



DIVERSIFY Consortium Agreement

- 10.5** The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 10.6** Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 10.7** If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
 - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 10.8** The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Background excluded)
- Attachment 3 (Accession document)
- Attachment 4 (Listed Affiliated Entities)
- Attachment 5 (List of Third Parties)
- Attachment 6 (Initial List of Principle Investigators for each member of the consortium)

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.



DIVERSIFY Consortium Agreement

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.1.2 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 excluding its conflict of law provisions.

11.8 Settlement of disputes

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try to solve it through mediation, according to the rules of Mediation, Brussels. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint session.



DIVERSIFY Consortium Agreement

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, sole competent courts will be the courts of Brussels.



DIVERSIFY Consortium Agreement

Section 12: Signatures

AS WITNESS:

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

HELLENIC CENTER FOR MARINE RESEARCH

Signature(s)

Name(s) Vasileios Lykousis

Title(s) Vice President

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

INSTITUT DE RECERCA I TECNOLOGIA AGROALIMENTARIES

Signature(s)

Name(s) Jordi De La Cuesta Fernández

Title(s) Chief Financial Officer

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

FUNDACION CANARIA PARQUE CIENTIFICO TECNOLOGICO DE LA UNIVERSIDAD DE
LAS PALAMAS DE GRAN CANARIA

Signature(s)

Name(s) Mejias Gabriel

Title(s) General Manager

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

ISRAEL OCEANOGRAPHIC AND LIMNOLOGICAL RESEARCH LIMITED

Signature(s)

Name(s) Joseph Dishon / Barak Herut

Title(s) Deputy Director, Finance and Administration / Director General

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN

Signature(s)

Name(s) Frederick Stevenson-Robb / Elizabeth Rattray

Title(s) Director / Deputy Director

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK

Research Institute LEI

Signature(s)

Name(s) Laan van Stalduinen / Rien Komen

Title(s) Managing director LEI / Director operations LEI

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

HAVFORSKNINGSINSTITUTTET

Signature(s)

Name(s) Anne Skarstein / Arild Markussen

Title(s) Director of Administration and Finance / Head of Finance and Economic Planning

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

INSTITUTO ESPAÑOL DE OCEANOGRAFIA

Signature(s)

Name(s) Eduardo Balguerías Guerra / Demetrio de Armas Pérez

Title(s) Director / Deputy Director General of Research

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

UNIVERSITÉ DE LORRAINE

Signature(s)

Name(s) Pierre Mutzenhardt

Title(s) President

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

TECHNISCHE UNIVERSITEIT EINDHOVEN

Signature(s)

Name(s) Jos Hermus / Sjoerd Romme

Title(s) Managing Director / Dean

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

AARHUS UNIVERSITET

Signature(s)

Name(s) Thomas Tscherning

Title(s) Head of AU Technology Transfer Office

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

ASOCIACIÓN EMPRESARIAL DE PRODUCTORES DE CULTIVOS MARINOS

Signature(s)

Name(s) Javier Ojeda González-Posada

Title(s) General Manager

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

UNIVERSITÀ DEGLI STUDI DI BARI ALDO MORO

Signature(s)

Name(s) Antonio Felice Uricchio / Angelo Tursi

Title(s) Rector / Vice-Rector

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER

Signature(s)

Name(s) Patrick Vincent

Title(s) Deputy General Manager

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

UNIVERSIDAD DE LA LAGUNA

Signature(s)

Name(s) Catalina Ruiz Pérez / Eduardo Doménech Martínez

Title(s) Vicechancellor of Research and Transfer of Knowledge / Rector

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

FACULTES UNIVERSITAIRES NOTRE-DAME DE LA PAIX DE NAMUR

Signature(s)

Name(s) Yves Poulet / Robert Sporken

Title(s) Rector / Vice-Rector

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

NASJONALT INSTITUTT FOR ENAERINGS-OG SJOMATFORSKNING

Signature(s)

Name(s) Mari Moren / Bente Torstensen

Title(s) Head of Research / Research Director

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

FUNDACION CENTRO TECNOLOGICO ACUICULTURA DE ANDALUCIA

Signature(s)

Name(s) Rocio Robles / Juan Manuel García de Lomas

Title(s) Technical Director / General Manager

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

CONSELLERIA DO MAR - XUNTA DE GALICIA

Signature(s)

Name(s) Susana Rodriguez / Jose Molares

Title(s) Directora general / SubDirector General

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

SKRETTING AQUACULTURE RESEARCH CENTRE AS

Signature(s)

Name(s) Alejandro Obach

Title(s) Managing Director

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

DANMARKS TEKNISKE UNIVERSITET

Signature(s)

Name(s) Claus Nielsen / Anders Overgaard

Title(s) Director / President

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

STERLING WHITE HALIBUT AS

Signature(s)

Name(s) Magnus Skretting / Borre Erstad

Title(s) Managing Director / Biologist

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

ICHTHYOKALLIERGEIES ARGOSARONIKOU ANONYMI ETAIRIA

Signature(s)

Name(s) Anastasios Raftopoulos / Emmanouil Daniil

Title(s) President and Managing Director / Director

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

AZIENDA AGRICOLA ITTICA CALDOLI

Signature(s)

Name(s) Andrea Novelli

Title(s) Director

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

DOR DGEY YAM LTD
Signature(s)
Name(s) Gilad Shafran
Title(s) CEO

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

VAS. GEITONAS & CO LTD EE

Signature(s)

Name(s) Evangelos Geitonas

Title(s) President

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

AQUACULTURE FORKYS AE

Signature(s)

Name(s) Michail Marinos

Title(s) President & CEO

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

CANARIAS EXPLOTACIONES MARINAS SL

Signature(s)

Name(s) Jose Carlos Rendón Gomez

Title(s) Administrator

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

ASIALOR SARL

Signature(s)

Name(s) Khai Minh LY / Kévin Debes

Title(s) Managing Director / Tech Manager

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

CULMAREX S.A.U.,

Name(s): Ana Maria Jorguera / Philippe Regis

Title(s): General manager / Managing Director

Signature(s)



DIVERSIFY Consortium Agreement

AS WITNESS:

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

IRIDA AE-PRODUCTS FOR ANIMAL PRODUCTION-SERVICES

Signature(s)

Name(s) Christos Gogorosis / Nikos Papaioannou

Title(s) Managing Director / Chairman of the Board of Directors

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

AYUNTAMIENTO DE A CORUNA

Signature(s)

Name(s) Carlos Negreira Souto

Title(s)

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

SYNDESMOS ELLHNIKON THALASSOKALLIERGEION SOMATEO

Signature(s)

Name(s) Ioannis Pelekanakis

Title(s)

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

BUNDESVERBAND DER DEUTSCHEN FISCHINDUSTRIE UND DES
FISCHGROSSHANDELS E.V.

Signature(s)

Name(s) Matthias Keller

Title(s)

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

HUNGARIAN AQUACULTURE ASSOCIATION

Signature(s)

Name(s) Laszlo Varadi

Title(s)

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

ASOCIACION NACIONAL DE FABRICANTES DE CONSERVAS DE PESCADOS Y
MARISCOS-CENTRO TECNICO NACIONAL DE CONSERVACION DE PRODUCTOS DE LA
PESCA

Signature(s)

Name(s) Juan Manuel Vieites Baptista de Sousa

Title(s) Secretary General

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

EUROPEAN FOOD INFORMATION COUNCIL AISBL

Signature(s)

Name(s) Josephine Wills / Laura Fernandez

Title(s) Director General / Nutrition & Health Director (Deputy)

Date



DIVERSIFY Consortium Agreement

AS WITNESS:

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

KENTRO MELETON AGORAS KAI KOINIS GNOMIS ANONIMI EMPORIKI ETAIRIA

Signature(s)

Name(s) Hellas-Maria Saltavarea

Title(s) Director, Board of Directors

Date



DIVERSIFY Consortium Agreement

[Attachment 1: Background included]

Access Rights to Background made available to the Parties:

Partner 13. UNIBA All the background relevant for this ongoing project, DIVERSIFY, that has been generated by prof. Aldo Corriero and his research team directly involved in this project on behalf of the University of Bari Aldo Moro

Partner 14. IFREMER shall include in their obligation to grant Access Rights only the Background that has been generated by the members of IFREMER research groups participating in DIVERSIFY project under previous EC and national funded projects in the fields of marine aquaculture following the date management policies of these projects.

The Access Rights are granted for the purposes of the DIVERSIFY project only and may be restricted if this results in the infringement of third party rights.

Partner 21. DTU hereby grants Access Rights to Background generated by the DTU research team directly involved in the DIVERSIFY Project to the extent that such Background is Needed for implementation of the Project. All other Background generated by DTU is excluded from Access Rights.

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



[Attachment 2: Background excluded]

Background excluded from Access Rights:

Partner 1. HCMR hereby excludes from its obligation to grant Access Rights all Background generated by HCMR other than that produced exclusively by the HCMR researchers directly involved in the Project DIVERSIFY. Likewise, HCMR excludes any Background of the HCMR researchers involved in the Project DIVERSIFY if this Background is out of the scope of the work to be conducted by HCMR according to the Consortium Plan. In addition, HCMR excludes any Background to which HCMR due to third parties rights is not able to grant Access Rights to or for which HCMR needs to get permission to grant Access Rights.

Partner 3. IRTA

- Any Background which has been developed by researchers of the institution that do not participate in the DIVERSIFY Project.
- Any Background which is subject to non disclosure agreements with third parties.
- Any Background resulting from research which was funded in full or in part by industrial, charitable or government sponsors or which IRTA by Third Party agreements is not entitled to grant Access Rights to.

Any Background developed by the research group involved in the project on research topics which are not specifically related to the subject of the Project activities, goals and tasks, as described in Annex I (Description of Work) of the EC-GA.

Partner 5. UNIABDN

Background developed by scientists not participating in the Project;

- Background developed by scientists participating in the Project which is outside the scope of the Programme for jointly executed research activities of the Project;
- all know-how in patents and current patent applications;
- know-how which is related to the licenses given by Aberdeen to industrial collaborators and licensees;
- know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights;
- all other Background derived outside the Project to which the University Court of the University of Aberdeen, due to third party rights, is not able to grant Access Rights.

Partner 6. DLO declares that the Background of its research institutes and departments, which are NOT part of the Project, shall be considered unnecessary for the implementation of the Project and are automatically excluded from any communication and Access Rights.

Partner 7. IMR hereby excludes from its obligation to grant Access Rights to Background all Background generated by IMR other than Background specifically subject to Project activities described in Consortium Plan (description of work) which is generated by the IMR research team directly involved in carrying out the DIVERSIFY Project

Partner 8. IEO hereby excludes from its obligation to grant Access Rights all Background generated by IEO other than that produced exclusively by the IEO researchers directly involved in the Project DIVERSIFY. Likewise, IEO excludes any Background of the IEO researchers involved in the Project DIVERSIFY if this Background is out of the scope of the work to be conducted by IEO according to the Consortium Plan. In addition, IEO excludes any Background to which IEO due to third parties rights is not able to grant Access Rights to or for which IEO needs to get permission to grant Access Rights.



DIVERSIFY Consortium Agreement

Partner 10. TU/e hereby excludes from its obligation to grant Access Rights all Background generated by TU/e other than that generated by the research groups of TU/e involved in the Project.

TU/e excludes as Background, especially the following items:

- Background developed by TU/e scientists not participating in the Project;
- Background developed by TU/e scientists participating in the Project but which is outside the scope of the Project;
- Background that is generated by TU/e employees and that is not necessary to undertake the Project in which TU/e is participating;
- Background that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights;

Background that TU/e due to existing rights is unable to grant Access Rights to.

Partner 13. UNIBA expressly excludes the following Background:

- all Background generated by personnel, scientists or students at UNIBA other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at UNIBA that are directly involved in the Project, which is outside the scope of the tasks to be performed by UNIBA according to Annex I of the EC-GA;
- all Background which UNIBA, due to existing or pending third party rights, is unable to grant Access Rights to.

Partner 14. IFREMER shall exclude from their obligation to grant Access Rights any Background that has been generated under contracts with commercial third parties or with any other funding agencies unless specific authorization is requested and granted in accordance with Clause 9.1

Partner 15. ULL hereby excludes from its obligation to grant Access Rights all Background generated by ULL other than that produced exclusively by the ULL researchers directly involved in the Project DIVERSIFY. Likewise, ULL excludes any Background of the ULL researchers involved in the Project DIVERSIFY if this Background is out of the scope of the work to be conducted by ULL according to the Consortium Plan. In addition, ULL excludes any Background to which ULL due to third parties rights is not able to grant Access Rights to or for which ULL needs to get permission to grant Access Rights.

Partner 16. FUNDP excludes the following Background from the obligation to grant Access Rights:

- a. all Background generated by FUNDP other than by those researchers of the University of Namur directly involved in the Project;
- b. all Background to which the FUNDP is unable to grant Access Rights due to existing or pending third party rights;
- c. all Background generated by those researchers directly involved in the Project which is outside the scope of or not directly related to the Project.

Partner 17. NIFES hereby excludes from its obligation to grant Access Rights to Background all Background generated by IMR other than Background specifically subject to Project activities described in Consortium Plan (description of work) which is generated by the NIFES research team directly involved in carrying out the DIVERSIFY Project



DIVERSIFY Consortium Agreement

Partner 21. DTU hereby excludes from its obligation to grant Access Rights to Background all Background generated by the University other than Background specifically subject to the Project activities described in Consortium Plan (description of work) and which is generated by the DTU research team directly involved in carrying out the DIVERSIFY Project.

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



[Attachment 3: Accession document]

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)



DIVERSIFY Consortium Agreement

[Attachment 4: Listed Affiliated Entities]



[Attachment 5: List of Third Parties]

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.



[Attachment 6: Initial List of Principle investigators of each member of the consortium]

Partner No and abbreviation	Principle Investigator		Contact information		
	Last name	First Name	email	office tel	mobile tel
1. HCMR	Mylonas	Constantinos	mylonas@hcmr.gr	+30 2810 337878	+30 6944 229754
2. FCPCT	Izquierdo	Marisol	mizquierdo@dbio.ulpgc.es	+34 928132900	+34690149902
3. IRTA	Estévez	Alicia	alicia.estevez@irta.cat	+34 977745427 ext 1808	+34 699939065
4.IOLR	Koven	Bill	bmkoven@gmail.com	+972 8 6361 443	+972 523 467 822
5. UNIABDN	Secombes	Chris	c.secombes@abdn.ac.uk	+44 1224 272872	0
6. LEI (DLO)	Tacken	Gemma	gemma.tacken@wur.nl	+31 317 48 48 03	+31 6 13 16 72 98
7. IMR	Norberg	Birgitta	birgittan@imr.no	+47 90537176	+47 90537176
8. IEO	Peleteiro	Tito	tito.peleteiro@vi.ieo.es	+34 986 492 111	+34 629 033 371
9. UL	Fontaine	Pascal	p.fontaine@univ-lorraine.fr	33 3 83 68 56 00	33 6 72 86 34 60
10. TU/e	Nijssen	Edwin	e.j.nijssen@tue.nl	+31 40 2472170	+31 620033875
11. AU	Krystallis	Athanasios	atkr@asb.dk	+45.8716 4953	+45.5249 7841
12. APROMAR	Ojeda	Javier	ojeda@apomar.es	+34 956 404 216	+34 659 094 894
13. UNIBA	Corriero	Aldo	aldo.corriero@uniba.it	+39 080 5443907	+39 340 6576526
14. IFREMER	Fauvel	Christian	christian.fauvel@ifremer.fr	+33467130414	+33670416908
15. ULL	Rodríguez	Covadonga	covarodr@ull.es	+34 922316502 (ext. 6574)	+34 634517676
16. FUNDP	Kestemont	Patrick	patrick.kestemont@unamur.be	+32 81724363	+32 491086939
17. NIFES	Hamre	Kristin	kha@nifes.no	+47 48185034	+47 48185034
18. CTAQUA	Robles	Rocio	r.robles@ctaqua.es	+34 956569363	+34 630915359
19. CMRM	Linares	Fátima	flinares@cimacoron.org	+34 886206364	+34 600514356
20. SARC	Fontanillas	Ramon	ramon.fontanillas@skretting.com	0	+34650025704
21. DTU	Lund	Ivar	il@aquadtu.dk	+45 35883205	+45 24893963
22. SWH	Erstad	Børre	borre.erstad@marineharvest.com	+4721562336	+4797019886
23. ARGO	Raftopoulos	Tasos	argofisa@yahoo.gr	+30 2104665600	+30 6974431041
24. ITTICAL	Cepollaro	Fulvio	fulvio.cepollaro@hotmail.it	0	+39 348 2509240
25. DOR (ISR)	Shafran	Gilad	gilad@doraqua.co.il	-	+972 50 7700900
26. GEI (GR)	Geitonias	Evangelos	info@eelgeitonias.com	+30 26810 26640	+30 6932 233224
27. FORKYS	Diakogeorgakis	Ioannis	diakogeo@forkys.com	+30 22710 74962	+30 693777518
28. CANEXMAR	Guirao	Rafael	rafa_guirao@hotmail.com	+34922220313	+34637414501
29. ASIALOR	Kevin	Debes	asialor.kevindebes@yahoo.fr	+33 687056161	+33 695823940
30. CULMAREX	Lopez	Marilo	Marilo.Lopez@culmarex.com	+34 968 49 34 49	+34 649 981096
31. IRIDA	Papaioannou	Nikos	papaioannou@irida-sa.gr	+30 22210 40116	+30 697 818 2023
32. MC2	Vilar Perón	Antonio	antonio@casaciencias.org	+34 981 189 842	+34 617 175 894
33. FGM	Pelekanakis	Ioannis	ipelfgm@gmail.com	+30 210 3212224	+30 6945 910491
34. BVFi	Keller	Matthias	info@fischverband.de	+49 40 381811	+49 171 6061166
35. MASZ	Varadi	Laszlo	varadil@akvapark.hu	+36 66 515 405	+36 309458206
36. ANF	Fernández	Victoria	uui@anfaco.es	+34986469301	0
37. EUFIC	Fernandez	Laura	Laura.Fernandez@eufic.org	+32 2 506 89 86	+32478689966
38. HRH	Saltavarea	Hellas - Maria	esaltavarea@hrh.gr	+30 2107455911	+30 694600499