



## DELIVERABLE

**Project Acronym:** Europeana Cloud  
**Grant Agreement number:** 325091  
**Project Title:** Europeana Cloud: Unlocking Europe's Research via The Cloud

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# D7.1 Consortium Agreement

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## Revision History

Revision	Date	Author	Organisation	Description
V.01	2013	Mary Rowlatt	MDR	First Draft
V.02		Geoff Butters, Alastair Dunning, Marian Lefferts	MDR EF CERL	Revision
V.03	Feb14	Geoff Butters	MDR	Revision
V.04	28Mar14	Julia Fallon	EF	Final Draft
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## **CONSORTIUM AGREEMENT**

### **Section 1: Preamble**

The purpose of the Consortium Agreement is to implement the project specified in Annex I, called "Europeana Cloud: Unlocking Europe's Research via the Cloud (Europeana Cloud), under the Information and Communications Technologies (ICT) Policy Support Programme (the "ICT PSP") and under the conditions laid down in the grant agreement no. 325091.

The Consortium was formed and the Project commenced with an Effective Date of 1st February 2013 with a duration of 36 months.

This Consortium Agreement is made BETWEEN:

STICHTING EUROPEANA (EF), established in PRINS WILLEM ALEXANDERHOF 5, 2595 BE DEN HAAG - THE NETHERLANDS, represented by its legal/statutory representative, Mrs Jill Cousins, Executive Director, or her authorized representative, the Coordinator,

and

ARIADNE FOUNDATION VZW (ARIADNE), established in Kapeldreef 60, 3001 Heverlee, Belgium represented by its legal/statutory representatives, Mr. Frans Van Assche, President, and/or Dr. Jad Najjar, Treasurer, or their authorised representatives,

ATHENA RESEARCH AND INNOVATION CENTER IN INFORMATION COMMUNICATION & KNOWLEDGE TECHNOLOGIES (Athena RC), established in ARTEMIDOS 6 KAI EPIDAVROU, 151 25 MAROUSSI - GREECE, represented by its legal/statutory representatives, Prof. Yannis Ioannidis, President of the Board and General Director, and/or and/or Dr. Spyros Raptis, Deputy President of the Board, or their authorised representatives,

BAYERISCHE STAATSBIBLIOTHEK (BSB), established in LUDWIGSTRASSE 16, 80328 MUNCHEN - GERMANY, represented by its legal/statutory representatives, Dr. Rolf Griebel, director general, and/or Dr. Klaus Ceynowa, deputy director general, or their authorised representatives,

QUESTA.SOFT - GESELLSCHAFT FUR SOFTWARE-ENTWICKLUNG MBH (CEEOL), established in OFFENBACHER LANDSTRASSE 368, 60599 FRANKFURT AM MAIN - GERMANY, represented by its legal/statutory representative, Wolfgang Klotz, C.E.E.O.L Project Manager, or his authorised representative,

CONSORTIUM OF EUROPEAN RESEARCH LIBRARIES (CERL), established in Bowling Green Lane 40, EC1R 0NE London - UNITED KINGDOM, represented by its legal/statutory representative, Ms. Marian Lefferts, Executive Manager, or her authorised representative,

CONSIGLIO NAZIONALE DELLE RICERCHE (CNR), established in PIAZZALE ALDO MORO 7, 00185 ROMA - ITALY, represented by its legal/statutory representative, Mr. Claudio Montani, Director of Istituto della Scienza e delle Tecnologie dell'Informazione, or his authorised representative,

DEBRECENI EGYETEM (DE), established in EGYETEM TER 1, 4032 DEBRECEN - HUNGARY, represented by its legal/statutory representatives, Dr. Zoltán Szilvássy, rector, and/or Dr. Zoltán Bács, chief financial executive, or their authorised representatives,

FUNDACIÓN DIALNET (DIALNET), established in GRAN VÍA 34 1 DCHA, 26002 LOGROÑO LA RIOJO - SPAIN, represented by its legal/statutory representative, Mr. Ferran Mateo , Director, or his authorised representative,

HRVATSKA AKADEMIJA ZNANOSTI I UMJETNOSTI (HAZU), established in TRG NIKOLE SUBICA ZRINSKOG 11, 10000 ZAGREB - REPUBLIC OF CROATIA, represented by its legal/statutory representatives, Prof. Zvonko Kusić, President of the Academy, and/or Prof. Pavao Rudan, Secretary- General of the Academy, or their authorised representatives,

DET KONGELIGE BIBLIOTEK, NATIONALBIBLIOTEK OG KOBENHAVNS UNIVERSITETSBIBLIOTEK (KB DK), established in Søren Kierkegaards Plads 1, 1221 København K - DENMARK, represented by its legal/statutory representatives, Ms. Bodil Henriksen, Deputy Director General, and/or Dr. Birte Christensen-Dalsgaard, Deputy Director General, or their authorised representatives,

STICHTING NEDERLAND KENNISLAND (KL), established in KEIZERSGRACHT 174, 1016 DW AMSTERDAM - THE NETHERLANDS, represented by its legal/statutory representatives, Mr. Paul Keller, Vice Chair, and/or Ms. Chris Sigaloff , Chair , or their authorised representatives,

KONINKLIJKE NEDERLANDSE AKADEMIE VAN WETENSCHAPPEN - KNAW (KNAW), established in KLOVENIERSBURGWAL 29, 1011 JV AMSTERDAM - THE NETHERLANDS, represented by its legal/statutory representative, Prof. Marjan Schwegman, Director of organization (NIOD), or her authorised representative,

KATHOLIEKE UNIVERSITEIT LEUVEN (KU LEUVEN), established in Oude Markt 13, 3000 LEUVEN BELGIUM, for the purposes of this agreement represented by KU Leuven research & development with offices at Waaistraat 6, 3000 Leuven, represented by its legal/statutory representatives, Mr. Paul Van Dun, General Manager, and/or Dr. Elke Lammertyn, Head of European Projects, or their authorised representatives,

STICHTING LIBER (LIBER), established in PR WILLEM ALEXANDERHOF 5, 2595 BE DEN HAAG - THE NETHERLANDS, represented by its legal/statutory representatives, Ms. Kristiina Hormia-Poutanen, President, and/or Ms. Susan Reilly, Executive Director, or their authorised representatives,

ISTITUTO LUCE-CINECITTA SRL (LUCE), formerly named CINECITTA' LUCE SPA, established in VIA TUSCOLANA 1055, 00173 ROMA - ITALY, represented by its legal/statutory representative, Mr. Roberto Cicutto, Amministratore Delegato (CEO), or his authorised representative ,

MDR PARTNERS (CONSULTING) LIMITED (MDR), established in FITZGERALD ROAD MORTLAKE 2B, SW14 8HA LONDON - UNITED KINGDOM, represented by its legal/statutory representative, Mr. Robert Davies, Chief Executive, or his authorised representative,

KANSALLISARKISTO (NAF), established in RAUHANKATU 17, 00171 HELSINKI - FINLAND, represented by its legal/statutory representatives, Dr. Jussi Nuorteva, General Director, and/or Dr. Päivi Happonen, Research Director, or their authorised representatives,

LLYFRGELLGENEDLAETHOL CYMRU (NLW), established in Penglais, SY233BU Aberystwyth - UNITED KINGDOM, represented by its legal/statutory representative, Mr. DAVID MICHAEL, Director of Corporate Services, or his authorised representative,

NARODNI TECHNICKA KNIHOVNA (NTK), established in TECHNICKA 6/2710, 160 80 PRAHA - CZECH REPUBLIC, represented by its legal/statutory representatives, Mr. Martin Svoboda, Director, and/or Mr. Jan Bayer, Deputy Director, or their authorised representatives,

STICHTING OAPEN\*OPEN ACCESS PUBLISHING IN EUROPEAN NETWORKS (OAPEN), established in PRINS WILLEM-ALEXANDERHOF 5, 2595 BE DEN HAAG - THE NETHERLANDS, represented by its legal/statutory representative, Mr. Eelco Ferwerda, Director, or his authorised representative,

OPEN KNOWLEDGE FOUNDATION DEUTSCHLAND (OKF DE), established in ErichWeinert-Str. 17, 10439 Berlin - GERMANY, represented by its legal/statutory representatives, Mr. Daniel Dietrich, Chairman of the executive board OKF DE, and/or Dr. Rufus Pollock, Member of the executive board OKF DE, or their authorised representatives,

THE OPEN UNIVERSITY (OU), established in WALTON HALL, MK7 6AA MILTON KEYNES - UNITED KINGDOM, represented by its legal/statutory representative, Miss Joanne Vango, Commercial Legal Services Manager, or her authorised representative,

INSTYTUT CHEMII BIOORGANICZNEJ PAN (PSNC), established in NOSKOWSKIEGO 12-14, 61704 POZNAN - POLAND, represented by its legal/statutory representatives, Prof. Marek Figlerowicz, Director of Institute of Bioorganic Chemistry, and/or Prof. Jan Weglarz, Director of PSNC, or their authorised representatives,

THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN (TCD), established in College Green -, DUBLIN 2 - IRELAND, represented by its legal/statutory representative, Prof. Linda Hogan, Vice-Provost and Chief Academic Officer, or her authorised representative,

STICHTING KATHOLIEKE UNIVERSITEIT BRABANT UNIVERSITEIT VAN TILBURG (TILBURA), established in Warandelaan 2, 5037 AB TILBURG -THE NETHERLANDS, represented by its legal/statutory representative, Mr. Marc van den Berg, director Library and IT Services, or his authorised representative,

UNIVERSITY COLLEGE LONDON (UCL), established in Gower Street 1, WC1E 6BT LONDON - UNITED KINGDOM, represented by its legal/statutory representative, Dr. Paul Ayris, Director of Library Services, or his authorised representative,

THE UNIVERSITY OF EDINBURGH (UEDIN), established in OLD COLLEGE, SOUTH BRIDGE, EH8 9YL EDINBURGH - UNITED KINGDOM, represented by its legal/statutory representatives, Ms. Angela Noble, Senior European Funding Advisor, and/or Ms. Fiona Campbell, Deputy Head of Legal, or their authorised representatives,

GOETEBORGS UNIVERSITET (UGOT), established in Vasaparken N/A, 40530 GOETEBORG - SWEDEN, represented by its legal/statutory representatives, Dr. Ludde Edgren, Head of Grants and Innovation Office, or his authorised representative,

UNIVERSITE LIBRE DE BRUXELLES (ULB), established in Avenue Franklin Roosevelt 50, 1050 BRUXELLES - BELGIUM, represented by its legal/statutory representatives, Prof. Didier VIVIERS, Rector, and/or Prof. Daniele CARATI, Head of Research Department, or their authorised representatives,

UNIVERSITAET BIELEFELD (UNIBI), established in UNIVERSITAETSSTRASSE 25, 33615 BIELEFELD - GERMANY, represented by its legal/statutory representatives, Ms. Iris Litty, LEAR, and/or Ms. Ulrike Garus, Head of the Research Administration Department, or their authorised representatives,

UNIVERSITY OF PATRAS (UPAT), established in UNIVERSITY CAMPUS RIO PATRAS, 26500 RIO PATRAS - GREECE, represented by its legal/statutory representative, Prof. Demosthenes Polyzos, Vice Rector of Research and Development, or his authorised representative,

STICHTING VU-VUMC (VUA), established in DE BOELELAAN 1105, 1081 HV AMSTERDAM – THE NETHERLANDS, represented by its legal/statutory representative, Mrs. Josje Calff, Director of VU University Library, or her authorised representative,

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

relating to the Project entitled "*Europeana Cloud: Unlocking Europe's Research via The Cloud*" in short "*Europeana Cloud*" hereinafter referred to as "Project".

## **Section 2: 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.

"Background" refers to information, including IP rights, held by the participants prior to their accession to the grant agreement and needed for the project.

"Consortium Plan" means the Description of the Work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Executive Board.

"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” 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 5.5 of this Consortium Agreement.

“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 3: 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 4: Entry into force, duration and termination**

#### 4.1

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

#### 4.2

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

#### 4.3

A new Party enters the Consortium upon signature of the accession document Attachment 2 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

#### 4.4

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.

#### 4.5

Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement;

##### 4.5.1

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(s), subject to the provisions surviving the expiration or termination under Art. 4.6 and 4.7 of this Consortium Agreement.

#### 4.6

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.

#### 4.7

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 5: Responsibilities of Parties**

### 5.1

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 Dutch Law.

### 5.2

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.

### 5.3

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

### 5.4

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

### 5.5

In the event of 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.

#### 5.5.1

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.

### 5.6

A Party that enters into a subcontract or otherwise involves third parties 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 6: Liability towards each other**

### 6.1

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.

#### 6.1.1

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

#### 6.1.2

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.

### 6.2

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.

6.3

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.

6.4

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

6.5

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.

6.6

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 Project Management Group 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 Project Management Group.

## **Section 7: Governance structure**

The Consortium shall comprise the following Consortium Bodies that together, form the governance structure of the Project;

**General Assembly**, represented by each Party, as the ultimate decision-making body of the Consortium.

**Executive Board** as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

**Project Management Group** as the day to day managers of the project, under the guidance of the General Assembly.

**The Coordinator** is the legal entity acting as the intermediary between the Parties and the European Commission.

## **Section 8: The General Assembly**

8.1

Each Party is a Member of the General Assembly

8.1.1

Each Party's representative in matters of the General Assembly shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Article 8.4 of this Consortium Agreement.

8.2

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

### 8.3

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 18.12.

### 8.4

Decisions relating to the following subjects shall be taken by the General Assembly, following recommendations by the Executive Board or Project Management Group;

#### 8.4.1

Content, finances and intellectual property rights,

#### 8.4.2

Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission,

#### 8.4.3

Changes to the Consortium Plan (including the Consortium Budget),

#### 8.4.4

Additions to Attachment 1 (Background excluded) or Attachment 2 (Accession document),

#### 8.4.5

Proposals for change to the participants or coordinator of the Consortium,

#### 8.4.6

Entry or withdrawal of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party,

#### 8.4.7

Declaration of a Party to be a Defaulting Party,

#### 8.4.8

Remedies to be performed by a Defaulting Party,

#### 8.4.9

Termination of a Defaulting Party's participation in the Consortium and measures relating thereto,

#### 8.4.10

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

#### 8.4.11

Appointments, where appropriate, to the Executive Board.

## **Section 9: Executive Board**

### 9.1

The Executive Board shall be comprised of one representative from each Work Package, and the Coordinator.

### 9.2

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

### 9.3

The Parties agree to abide by all decisions of the Executive Board. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 18.12.

#### 9.4

The Executive Board shall be responsible for undertaking the following Tasks;

##### 9.4.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly,

##### 9.4.2

It shall seek a consensus among the Parties,

##### 9.4.3

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

##### 9.4.4

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

##### 9.4.5

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly,

##### 9.4.6

The Executive Board shall:

###### 9.4.6.1

agree on the Members of the Project Management Group, upon a proposal by the Coordinator;

###### 9.4.6.2

support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables;

###### 9.4.6.3

Prepare the content and timing of press releases and joint publications by the Consortium or approved by the European Commission in respect of the procedures of the EC-GA Article II 18.2.

##### 9.4.7

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

### **Section 10: The Project Management Group**

#### 10.1

The Project Management Group shall be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator in executing the decisions of the General Assembly as well as the day-to-day management of the Project.

### **Section 11: Voting Procedures for Consortium Bodies**

#### 11.1

A quorum of Members of each Consortium Body must be present for each meeting in order to take

decisions on behalf of that Consortium Body;

11.1.1

A Quorum for this purpose shall be two-thirds (2/3) of the Members of the Consortium Body,

11.1.2

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

11.1.3

The chairperson of the Consortium Body shall be responsible for determining if a majority has been achieved.

11.2

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

11.2.1

Defaulting Parties may not vote.

11.3

If the Member wishes to dispute the result of a vote, they must do so immediately, or as soon practicably possible after the result of the vote is announced, by submitting a written appeal to the chair of the General Assembly.

11.4

The decision of the Chair of the General Assembly is final.

11.5

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

11.6

A record of decisions taken under this voting procedure will be made available to all Members.

## Section 12: General Matters of the Consortium Bodies

12.1

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.

12.2

The chairperson of a Consortium Body shall convene meetings of that Consortium Body applying the following guidelines and timescales;

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year, with minimum 45 days notice, issuing agenda 21 days in advance.	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly. Minimum 15 days notice, issuing agenda 10 days in advance.

Executive Board	Monthly (physical or virtual meetings) with 14 days notice, issuing agenda 7 days in advance.	At any time upon written request of any Member of the Executive Board. Minimum 7 days notice, issuing agenda 2 days in advance.
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### 12.3

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken;

#### 12.3.1

They shall send the draft minutes to all Members of the Consortium Body, and any other Consortium Body deemed necessary, within 10 calendar days of the meeting,

#### 12.3.2

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.

## Section 13: Financial Provisions

### 13.1

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

#### 13.1.1

the Consortium Budget as included in the Consortium Plan,

#### 13.1.2

the approval of reports by the European Commission, and

#### 13.1.3

the provisions of payment.

### 13.2

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

### 13.3

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.

### 13.4

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. 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.

### 13.5

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 6.2, 6.3 and 6.4 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.

13.6

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

13.7

Payments to Parties are the exclusive tasks of the Coordinator. In particular, the Coordinator shall:

13.7.1

notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,

13.7.2

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts,

13.7.3

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.

13.8

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

13.8.1

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

13.8.2

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,

13.8.3

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

## **Section 14: Foreground**

14.1

With regarding Foreground, EC-GA Article II.12 shall apply with the following additions:

14.1.1

In case of joint ownership, each of the joint owners shall be entitled to Use the joint Foreground as it sees fit.

14.1.2

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

14.2

Where a Party transfers ownership of Foreground, it shall pass on its obligations regarding that Foreground to the assignee including the obligation to pass those obligations on to any subsequent

assignee.

14.3

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.

14.4

Any other Party may object within 30 days of the notification to any envisaged transfer of ownership on the grounds that it would adversely affect its access rights.

## **Section 15: Dissemination**

15.1

Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.14 of the EC-GA with the exception of the notice periods indicated below to replace the default notice periods foreseen in the grant agreement.

15.2

Prior notice of the planned first publication of a Deliverables shall be given to the other Parties concerned at least 10 days before the publication.

15.3

For the avoidance of doubt, a Party shall apply the same degree of care with regard to the publication of jointly owned or third party Foreground or Background for the Project as with its own Foreground or Background, but in no case less than reasonable care.

15.4

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 16: Access Rights**

16.1

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement.

16.2

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).

16.2.1

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.

16.3

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

16.4

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



16.5

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.

16.6

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.

16.7

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.

16.8

For the avoidance of doubt, the general provisions for Access Rights include Access Rights granted in relation to Software.

## **Section 17: Non-disclosure of information**

17.1

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".

17.2

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

17.2.1

not to use Confidential Information otherwise than for the purpose for which it was disclosed;

17.2.2

not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

17.2.3

to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

17.2.4

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.

17.3

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.

17.4

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.

17.5

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.

17.6

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

## **Section 18: Miscellaneous**

18.1

This Consortium Agreement consists of this core text and;

18.1.1

Attachment 1: Background excluded from Access Rights

18.1.2

Attachment 2: Accession document

18.2

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.

18.3

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.

18.4

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.

18.5

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.

18.6

If it is required in this Consortium Agreement 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.

18.7

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.

18.8

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.

18.9

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

18.10

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

18.11

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

18.12

The Parties shall try to solve amicably any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments thereof, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

18.12.1

If the concerned Parties are unable to reach an agreement within 30 calendar days after a Party has notified the Coordinator of the issue, such Parties will refer the matter to their higher management (executive level: CEO, President, Rector,....) who are at least authorised representatives to execute the Consortium or Grant Agreement and who will meet and negotiate in good faith in an effort to resolve the dispute, controversy or claim within 30 calendar days after the referral.

18.12.2

If the matter has not been resolved within such period, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of the Netherlands.

**Section 19: 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.

**EUROPEANA FOUNDATION**

Signature(s):  .....

Name(s): JILL COUSINS

Title(s): EXECUTIVE DIRECTOR

Date: 23 FEBRUARY 2015

## **Section 19: 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.

**ARIADNE FOUNDATION VZW (ARIADNE)**

Signature(s): 

Name(s): **Mr. FRANS VAN ASSCHE**

Title(s): **PRESIDENT**

Date: **26/1/2015**

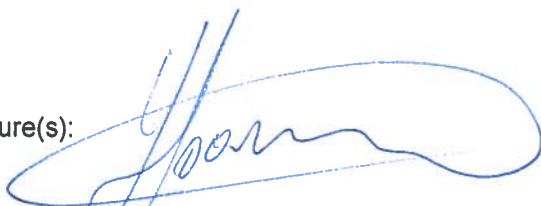
## Section 19: Signatures

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

**Athena-Research and Innovation Center in Information, Communication and Knowledge Technologies – ATHENA RC**

Signature(s):

A handwritten signature in blue ink, appearing to be 'Yannis Ioannidis', written over a faint circular stamp or watermark.

Name(s): Prof. Yannis Ioannidis

Title(s): President of the Board and General Director of Athena RC.

Date: 30/01/2015

**Section 19: 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.

**Bayerische Staatsbibliothek**

Signature(s): .....  .....

Name(s): Dr. Klaus Ceynowa

Title(s): Deputy Director General



Date: 22 January 2015

**Section 19: 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.

**Questa.Soft GmbH, Central and Eastern European Online Library C.E.E.O.L.**

Signature(s):   Gesellschaft für Software-Entwicklung mbH  
**QUESTA.Soft**  
Offenbacher Landstraße 368  
D-60599 Frankfurt am Main  
Tel: 069-686025-0

Name(s): Wolfgang Klotz

Title(s): Project Manager, C.E.E.O.L.....

Date: February 1<sup>st</sup>, 2015.....



**Section 19: 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.

Consortium of European Research Libraries

Signature(s):  .....

Name(s): Marian Lefferts.....

Title(s): Executive Manager.....

Date: 26 January 2015.....

**Section 19: 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.

**CONSIGLIO NAZIONALE DELLE RICERCHE**

Signature(s):



Name(s): Claudio Montani

Title(s): Director of Istituto della Scienza e delle Tecnologie dell'Informazione

Date:

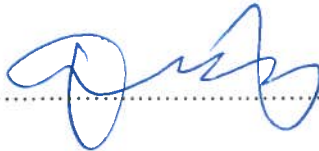

21/1/2015

**Section 19: 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.

**DEBRECENI EGYETEM**

Signature(s):  ..... 

Name(s): **Dr. Zoltán Szilvássy** and **Dr. Zoltán Bács**

Title(s):



Date: 01.02.2013

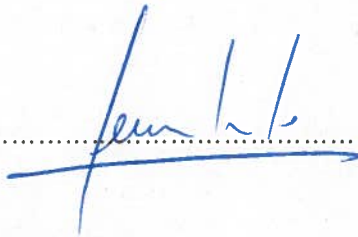
**Section 19: Signatures**

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.

**FUNDACIÓN DIALNET**

Signature(s): .....

A handwritten signature in blue ink, appearing to read 'Ferran Mateo Rueda', is written over a horizontal dotted line. The signature is stylized and includes a long horizontal stroke at the bottom.

Name(s): FERRAN MATEO RUEDA

Title(s): DIRECTOR

Date: 22<sup>nd</sup> January 2015

**Section 19: Signatures**

AS WITNESS :

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages, 1st February 2013

HRVATSKA AKADEMIJA ZNANOSTI I UMJETNOSTI (HAZU)

Signature(s): .....



Name(s): Zvonko Kusić .....

Title(s): Prof., President of the Academy .....

Date: 5<sup>th</sup> February 2015, Zagreb, Croatia

## **Section 19: 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.

**DET KONGELIGE BIBLIOTEK, NATIONALBIBLIOTEK OG KØBENHAVNS  
UNIVERSITETSBIBLIOTEK (KB DK)**

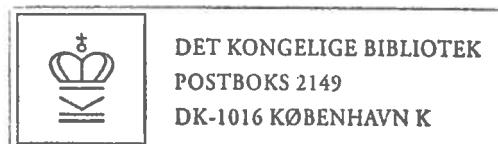
Signature: .....



Name: **Birte Christensen-Dalsgaard**

Title: **Deputy Director General**

Date: **6 February 2015**



## Section 19: 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.

Kennisland

Signature(s): 

Name(s): Paul Keller

Title(s): Vice Chair

Date: 23-01-2015



**Kennisland**  
Keizersgracht 174  
1016 DW Amsterdam  
info@kl.nl

+31 205756720  
KvK 33304517  
btw NL807961395B01

**Section 19: 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.

**Koninklijke Nederlandse Akademie van Wetenschappen - KNAW**

Signature: .....

Name: Prof. dr. M. Schwegman

Title: Director

Date: 23 January 2015



**Section 19: 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.

**KU Leuven**

Signature(s)

Name(s): Paul Van Dun

Title(s): Paul VAN DUN  
General Manager

Date:

12 FEB. 2015

For approval: prof. Erik Duval

Elke Lammertyn

Elke Lammertyn  
Head of European Projects

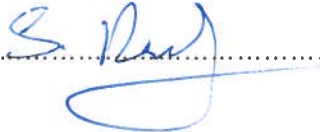
**KU LEUVEN RESEARCH & DEVELOPMENT**  
Waalstraat 6 - bus 5105  
BE-3000 Leuven

**Section 19: 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.

**STICHTIG LIBER**

Signature: .....  .....

Name: **Susan Reilly**

Title: Executive Director LIBER

Date: 02-03-2015

**Section 19: Signatures**

AS WITNESS :

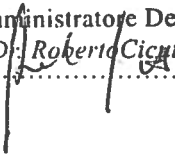
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages, the day and year first above written.

1<sup>st</sup> February 2013

**ISTITUTO LUCE CINECITTA' SRL**

Istituto Luce - Cinecittà S.r.l.  
Presidente  
e Amministratore Delegato  
*(Dr. Roberto Cicutto)*

Signature(s): .....



Name(s): Roberto Cicutto

Title(s): CEO Istituto Luce Cinecittà srl

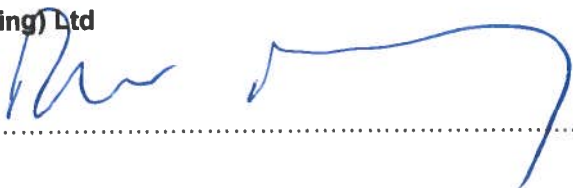
Date: 5<sup>th</sup> February, 2015

**Section 19: 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.

**MDR Partners (Consulting) Ltd**

Signature(s): ..... 

Name(s): Robert Davies.

Title(s): Chief Executive

Date: 1 February 2013

**Section 19: 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.

**Kansallisarkisto**

Signature(s): Päivi Happonen

Name(s): PÄIVI HAPPONEN

Title(s): RESEARCH DIRECTOR

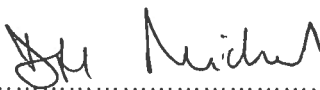
Date: 3.3.2015

**Section 19: 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.

**LLYFRGELL GENEDLAETHOL CYMRU (NLW)**

Signature(s): .....  .....

Name(s): MR DAVID MICHAEL

Title(s): DIRECTOR OF CORPORATE SERVICES

Date: 22 JANUARY 2015

**Section 19: 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.

**NÁRODNÍ TECHNICKÁ KNIHOVNA**



Signature(s): .....

Name(s): Ing. Martin Svoboda

Title(s): director

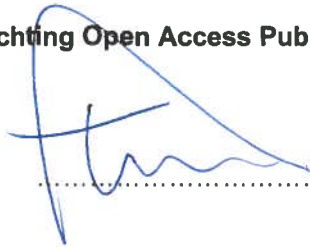
Date: 30.1.2015

**Section 19: 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.

**OAPEN, Stichting Open Access Publishing in European Networks**

Signature(s):  .....

Name(s): Eelco Ferwerda.....

Title(s): Director.....

Date: 21 January 2015.....



**Section 19: 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.

OPEN KNOWLEDGE FOUNDATION DEUTSCHLAND e.V.

Signature(s): .....  

Name(s): Daniel Dietrich

Title(s): Chairman of the executive board

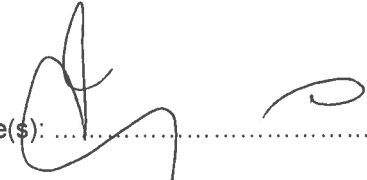
Date: 27.01.2015

**Section 19: 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.


**THE OPEN UNIVERSITY**

Signature(s):  .....

Name(s): Joanne Vango

Title(s): Commercial Legal Services Manager.

Date: 06/02/15 .....

 The Open University  
Walton Hall  
Milton Keynes  
MK7 6AA  
United Kingdom

A body incorporated by Royal Charter (No RC 000391), an exempt charity in England and Wales, registered as a charity in Scotland (No SC038302)

## Section 19: 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.

### INSTYTUT CHEMII ORGANICZNEJ PAN (PSNC)

Signature(s): .....  
Name(s): prof. Marek Figlerowicz

DIRECTOR  
of the Institute of Bioorganic Chemistry  
Polish Academy of Sciences

INSTITUTE OF BIOORGANIC CHEMISTRY  
POLISH ACADEMY OF SCIENCES  
Noskowskiego 12/14  
61-704 POZNAŃ, POLAND

*Prof. Dr. Marek Figlerowicz*

Title(s): Director of Institute of Bioorganic Chemistry

Date: 17.02.2015

**Section 19: 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.

**THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN (TCD)**

Signature(s): Linda Hogan

Name(s): Prof. Linda Hogan

Title(s): Vice-Provost / Chief Academic Officer

Date: 29/1/2015

## Section 19: 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.

**Tilburg University (STICHTING KATHOLIEKE UNIVERSITEIT BRABANT)**

Signature(s): 

Name: **ir. M.J. van den Berg**

Title: **director Library and IT Services**


Date: **4 February 2015**

**Section 19: Signatures**

AS WITNESS :

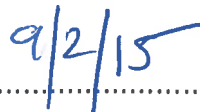
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages, the day and year first above written.

UNIVERSITY COLLEGE LONDON

Signature(s): .....  .....

Name(s): ...Dr Paul Ayris.....

Title(s): ...Director of Library Services and UCL Copyright Officer.....

Date: .....  .....

**Section 19: 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.

**THE UNIVERSITY OF EDINBURGH**

Signature(s): ..... *A. Noble.* .....

Name(s): **Angela Noble**

Title(s): **Senior European Funding Advisor**

**27 JAN 2015**

Date: ..... 2015

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



**Section 19: 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.


**GOETEBORGS UNIVERSITET**

Signature: ..... 

Name: Ludde Edgren

Title: Head of Grants and Innovation Office



Date: .....  ..... 




**Section 19: 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.

**UNIVERSITE LIBRE DE BRUXELLES**

Signature(s): .....  .....

Name(s): **Daniele CARATI**

Title(s): **Head of research Administration Office**



Date: **Brussels, February 24<sup>th</sup> 2015**.....

## **Section 19: 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.

Bielefeld University

Signature: *Iris Litty*

*Iris Litty*

Name: Iris Litty

Role: Legal Signatory



Date: 21.01.2015

**Section 19: 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.

**[University of Patras]**

Signature(s)  .....

Name(s) [Prof. Demosthenes K. Polyzos] .....

Title(s): [Vice Rector of Research & Development] .....

Date: [02/02/2015] .....



**Section 19: 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.

**Stichting VU-VUmc**

Signature(s): .....  


Name(s): Josje Calff

Title(s): Director VU University Library

Date: 27-01-2015

## Attachment 2: Accession document

ACCESSION of a new Party to eCloud Consortium Agreement

### ELS JACOBS ADVIES & ONDERZOEK

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting **1 October 2014**

STICHTING EUROPEANA (EF),

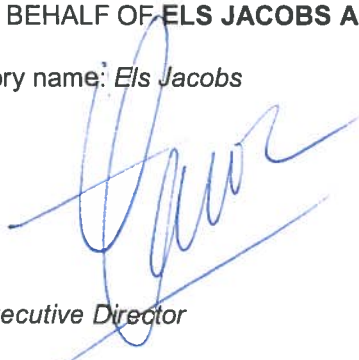
hereby certifies that the Consortium has accepted in the meeting of the Europeana Cloud Executive Board held on 16th July 2014 and by not objecting to the Basecamp communication on 21st November 2014 the accession of **ELS JACOBS ADVIES & ONDERZOEK** to the Consortium starting **1 October 2014**.

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

AUTHORISED ON BEHALF OF **ELS JACOBS ADVIES & ONDERZOEK**

Authorised Signatory name: *Els Jacobs*

Signature



Title(s) or Role: *Executive Director*

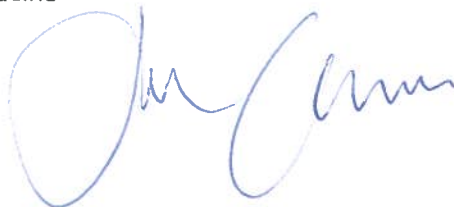
*Oegstgeest, 12 February 2015.*

AUTHORISED ON BEHALF OF STICHTING EUROPEANA (EF), THE COORDINATOR

Authorised Signatory name: *Jill Cousins*

Stichting Europeana  
Europeana Foundation  
Prins Willem-Alexanderhof 5  
2595 BE The Hague  
The Netherlands

Title(s) or Role: *Executive Director*



*The Hague, 17 February 2015.*

## **Attachment 1: Background Excluded from Access Rights**

HAZU (Croatian Academy of Sciences and Arts) excludes from its obligation to grant Access Rights to: all Background to which Croatian Academy of Sciences and Arts is unable to grant Access Rights due to existing or pending third party rights.

KU Leuven excludes the following Background from the obligation to grant Access Rights:

- all Background owned or held by KU Leuven other than generated by those researchers of KU Leuven directly participating in the Project;
- all Background to which KU Leuven is unable to grant Access Rights due to existing or pending third party rights;
- all Background generated by those researchers directly involved in the Project which is outside the scope of or not directly related to the Project.

NARODNI TECHNICKA KNIHOVNA (NTK) excludes the following Background from the obligation to grant Access Rights:

- all Background to which NTK is unable to grant Access Rights due to existing or pending third party rights;
- all Background owned or held by NTK other than generated by those researchers and employees of NTK directly participating in the Project;
- all Background generated by those researchers and employees of the NTK directly involved in the Project which is outside the scope of or not directly related to the Project.

OU (The Open University) explicitly excludes all Background including, but not limited to, copyright material (including software code), retained knowledge and any other Intellectual Property over which the Open University retains rights, save for such Background that is defined herewith

- Connecting REpositories (CORE) Software;
- Knowledge that is retained by only such OU employees who are directly contributing to the Project, when such knowledge has been deemed by the OU to be Necessary for the Purpose and Duration of the Project.

UEDIN (Edinburgh) excludes the following Background from the obligation to grant Access Rights:

- all Background owned or held by Edinburgh other than generated by those researchers of UEDIN directly participating in the Project;
- all Background to which UEDIN is unable to grant Access Rights due to existing or pending third party rights;
- all Background generated by those researchers directly involved in the Project which is outside the scope of or not directly related to the Project.

UGOT (University of Gothenburg) excludes the following Background from the obligation to grant Access Rights:

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

ULB (Université libre de Bruxelles) hereby excludes all background of its participating institutes & organizations, including but not limited to :

- Background developed by Université libre de Bruxelles's researchers not participating in the e-Cloud Project
- Background developed by Université libre de Bruxelles's researchers participating in the e-Cloud Project which is outside the scope of the work tasks described in the DoW and allocated to Université libre de Bruxelles under the Project.

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

**Attachment 2: Accession document**

ACCESSION of a new Party to eCloud Consortium Agreement

**SEMANTIKA PROIZVODNJA, TRGOVINA IN RACUNALNISKE STORITVE D.O.O.**

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting **1 November 2014**

STICHTING EUROPEANA (EF),

hereby certifies that the Consortium has accepted in the meeting of the Europeana Cloud Executive Board held on 16th July 2014 and by not objecting to the Basecamp communication on 21st November 2014 the accession of **SEMANTIKA PROIZVODNJA, TRGOVINA IN RACUNALNISKE STORITVE D.O.O.** to the Consortium starting **1 November 2014**.

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

AUTHORISED ON BEHALF OF **SEMANTIKA PROIZVODNJA, TRGOVINA IN RACUNALNISKE STORITVE D.O.O.**

Authorised Signatory name: *Nina Zagoranski*

Signature

  
**SEMANTIKA**  
Semantika d.o.o., Cesta 4. Julija 47, Spodnji Duplek

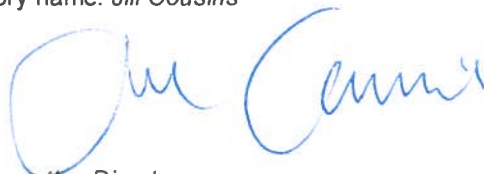
Title(s) or Role: *Chief Executive Officer*

*Spodnji Duplek, 12 February 2014.*

AUTHORISED ON BEHALF OF STICHTING EUROPEANA (EF), THE COORDINATOR

Authorised Signatory name: *Jill Cousins*

Signature



Title(s) or Role: *Executive Director*

*The Hague, 17 February 2014.*

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