

SEVENTH FRAMEWORK PROGRAMME



CONSORTIUM AGREEMENT

Project Acronym: ACCESS

Project Full title: Arctic Climate Change,  
Economy and Society

Proposal/Contract n°: 265863

This consortium Agreement consists of this cover page plus 86 pages.

## 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, hereinafter referred to as Annex II of the EC-GA, and is made on 2011-03-17, hereinafter referred to as “Effective Date”

BETWEEN:

**UNIVERSITE PIERRE ET MARIE CURIE- Paris 6 (UPMC)**, hereinafter referred to as UPMC, whose registered office is at 4, place Jussieu, 75252 Paris Cedex 05 France, represented by Professor Jean Charles POMEROL, President, duly authorized for the purposes hereof. (Coordinator).

2. **O.A.Sys. – Ocean Atmosphere Systems GmbH [OASys]** hereinafter referred to as OASys, whose registered office is at Lerchenstraße 28a, 22767 Hamburg, Germany, represented by Dr. Michael Karcher, Managing Director, duly authorized for the purposes hereof.
3. **Natural Environment Research Council [NERC]** hereinafter referred to as NERC, whose registered office is at Polaris House, North Star Avenue, Swindon SN2 1EU, UK, represented by Denise Martin, Head Research Contracts and Applications, duly authorized for the purposes hereof.
4. **Kiel Institute for the World Economy [IfW]** hereinafter referred to as IfW, whose registered office is at Hindenburgufer 66, 24105 Kiel, Germany, represented by Prof.Dr. Rolf J. Langhammer, Vice-President, duly authorized for the purposes hereof.
5. **The Chancellor, Masters, and Scholars of the University of Cambridge [UCAM]** hereinafter referred to as UCAM, whose registered office is at the Old Schools, Trinity Lane, Cambridge, CB2 1TN, UK, represented by Lisa Wears, Senior Contracts Manager/Business Development Manager or her authorised deputy, duly authorized for the purposes hereof.
6. **Alfred Wegener Institute for Polar and Marine Research [AWI]** hereinafter referred to as AWI, whose registered office is at Am Handelshafen 12, 27570 Bremerhaven, Germany, represented by Dr. Heike Wolke and Prof. Dr. Karin Lochte, Director duly authorized for the purposes hereof.
7. **JS Consultant [JSC]** hereinafter referred to as JSC, whose registered office is at Alter Achterkamp 74B, Grosshansdorf, 22927, Germany represented by Joachim Schwarz, Director, duly authorized for the purposes hereof.

8. **Nofima marin AS [NOFIMA]** hereinafter referred to as NOFIMA, whose registered office is at Muninbakken 9-13, Tromso 9291, Norway, represented by Semming Semmingsen, Managing Director, duly authorized for the purposes hereof.
9. **The Hamburgische Schiffbau-Versuchsanstalt GmbH [HSVA]** hereinafter referred to as HSVA, whose registered office is at Bramfelder Str. 164, 22305 Hamburg, Germany, represented by Mr. Dipl.-Ing. Juergen Friesch, Managing Director, duly authorized for the purposes hereof.
10. **Norwegian Polar Institute [NPI]** hereinafter referred to as NPI, whose registered office is at Fram Centre, 9296 Tromsø, Norway represented by Kim Holmén, Research Director, duly authorized for the purposes hereof.
11. **Meteorologisk Institutt [METNO]** hereinafter referred to as METNO whose registered office is at P.O.Box 43, Blindern, NO-0313 OSLO, Norway, represented by Dr. Øystein Hov, Director of Research, duly authorized for the purposes hereof.
12. **FastOpt GmbH [FastOpt]** hereinafter referred to as FastOpt, whose registered office is at Lerchenstraße 28a, 22767 Hamburg, Germany, represented by Dr. Thomas Kaminski, Managing Director, duly authorized for the purposes hereof.
13. **Scottish Association for Marine Science [SAMS]** hereinafter referred to as SAMS, whose registered office is at Scottish marine Institute, Dunbeg Oban, PA37 1QA, United Kingdom, represented by Ken Jones, Assistant director, duly authorized for the purposes hereof.
14. **The Beijer Institute of Ecological Economics, Royal Swedish Academy of Sciences [Beijer]** hereinafter referred to as Beijer, whose registered office is at Lilla Frescativägen 4, Box 50005, 10405 Stockholm Sweden, represented by Staffan Normark, Permanent Secretary, duly authorized for the purposes hereof.
15. **P.P. Shirshov Institute of Oceanology, Russian Academy of Science [SIO]** hereinafter referred to as SIO, whose registered office is at Nakhimovsky Ave. 36, Moscow, 117997, Russian Federation, represented by Robert Nigmatulin, Director, duly authorized for the purposes hereof.
16. **IMPac Offshore Engineering [IMPac]** hereinafter referred to as IMPac, whose registered office is at Hamburg, Germany, represented by J. Berger, Technical Advisor, duly authorized for the purposes hereof.
17. **Universitat Politecnica de Catalunya [UPC]** hereinafter referred to as UPC, whose registered office is at Jordi Girona, 31, 08034 Barcelona, Spain represented by Antoni Giro Roca, Rector of UPC, duly authorized for the purposes hereof.

18. **The Deutsches Zentrum für Luft- und Raumfahrt [DLR]** hereinafter referred to as DLR, whose registered office is at Linder Höhe, 51147 Cologne, Germany, represented by Dr. Hans Schlager and Mr. Peter Derkes, lead scientist and contracts manager, duly authorized for the purposes hereof
19. **State Research Center Arctic and Antarctic Research Institute [AARI]** hereinafter referred to as AARI, whose registered office is at Bering Street 38, Saint Petersburg, 199397, Russian federation, represented by Igor Ashik, Head of Oceanography Department, duly authorized for the purposes hereof.
20. **The Economic and Social Research Institute [ESRI]** hereinafter referred to as ESRI, whose registered office is at Whitaker Square Sir John Rogerson's Quay, Dublin, 2, Ireland, represented by Gillian Davidson, Assistant Director, duly authorized for the purposes hereof.
21. **Arctic Centre University of Lapland [UoL]** hereinafter referred to as UoL, whose registered office is at Yliopistonkatu, E Wing 3 RF Floor 8, Rovaniemi, 96101, Finland, represented by Paula Kankaanpää, Director of Arctic Centre, University of Lapland, duly authorized for the purposes hereof.
22. **SINTEF Fiskeri og havbruk [SINTEF F&H]** hereinafter referred to as Sintef FH whose registered office is at Trondheim, Norway represented by Dr. Dag Slagstad, function, duly authorized for the purposes hereof.
23. **Center for International and Environmental Research [CICERO]** hereinafter referred to as CICERO, whose registered office is at Gaustadallèen 21, Oslo, 0349, Norway, represented by Pal Prestrud, CEO Director, duly authorized for the purposes hereof.
24. **Stiftelsen SINTEF [SINTEF]** hereinafter referred to as SINTEF, whose registered office is at Strindveien 4, Trondheim, 7465, Norway, represented by Torstein Haarberg, Executive Vice-President, duly authorized for the purposes hereof.
25. **Energiewirtschaftliches Institut an der Universität zu Köln [EWI]** hereinafter referred to as EWI, whose registered office is at Vogelsanger Straße 321, 50827 Köln, Germany, represented by Dr. Christian Growitsch, Director of Applied Research and Member of the Management Board, duly authorized for the purposes hereof.
26. **Le Cercle Polaire [LCP]** hereinafter referred to as LCP, whose registered office is at 6 rue Aime Morot, 75013 Paris, France, represented by Laurent Mayet, President, duly authorized for the purposes hereof.
27. **Beluga Shipping GMBH** hereinafter referred to as Beluga Shipping GMBH, whose registered office is at Teerhof 59, 28199 Bremen, Germany, represented by Dr. Michael Beckhusen, Director of Legal & Corporate Affairs, duly authorized for the purposes hereof.

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

relating to the Project entitled:

Artic Climate Change, Economy and Society

in short

ACCESS

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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## 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

**“Affiliate Entity(ies)”** of a Party means

an Affiliated Entity of that Party as defined in the GA, together with:

(a) any legal entity directly or indirectly, Controlling, Controlled by, or under common Control with a Party, for so long as such Control lasts; and

(b) any other legal entity that is listed in Attachment 3 to this CA as being an Affiliate of that Party, where such legal entity is:

(i) one in which that Party (or a legal entity qualifying as an Affiliate of that Party under (a) above) has a 50% equity share or is the single largest equity shareholder; or

(ii) under common Control with that Party, or a legal entity qualifying as an Affiliate of a Party under (a) above through government.

For the above purposes, Control of any entity shall exist through the direct or indirect:

ownership of more than 50% of the nominal value of the issued share capital of the entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or

right by any other means to elect or appoint directors of the entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliate status and any legal entity under common government Control must be specified in accordance with (b) above in order to qualify as an Affiliate.

**“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”**

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.

**“Needed”** means:

For the implementation of the Project:

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

For Use of own Foreground:

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

**“Software”**

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

**"Third Party linked to a Beneficiary"** means :

Legal entities either Public or Private, represented in the Grant Agreement by the clause 10 bis. The Signatory Party and the Third Party linked to a beneficiary it represents shall be partners in “Joint Research Unit”.

Third Party linked to a beneficiary represented in this Consortium Agreement are:

Centre National de Recherche Scientifique (CNRS), represented by Université Pierre et Marie Curie (UPMC) signatory Party.

Museum National d’histoire Naturelle (MNHN) représenté by Université Pierre et Marie Curie (UPMC), Signatory Party.

For avoidance of doubt, in section 6 and 7, “Party” shall mean the Signatory Party: UPMC. The Signatory Party corresponds to the term Beneficiary in the Grant Agreement.

## **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 2 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.

Furthermore, any Party may voluntarily terminate its participation in the Project and the Consortium Agreement, by giving six (6) months prior written notice of termination to the other Parties. Such termination without other faults shall never be considered as withdrawal and such leaving shall never be declared as a defaulting Party.

### **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. Information to provide**

The Parties shall, subject to validation by the Steering Committee, the Workpackage Leaders, or the Coordinator/Co-Project Leaders, as appropriate, provide deliverables, information and reports in performance of their duties under this Consortium Agreement and under the EC Contract, or as the Commission may request.

The Parties shall advise the Workpackage Leaders, and the Coordinator of any request from the Commission.

Information and Project Reports shall include, inter alia, the supporting documents evidencing expenditures incurred by the Parties for the purpose of the Project.

Before each reporting period, the Parties shall provide to the Coordinator the details of their budget breakdown into WPs/tasks and cost categories, via the appropriate template provided by the Coordinator.

Every six (6) months the Parties shall provide to the Steering Committee the expenditure summary reports on the Information Management Tool, including the budget breakdown

into WPs/tasks and cost categories. The Steering Committee shall have ten (10) calendar days to validate them.

The validated reports will be presented to the annual General Assembly for its approval and the appropriate sums will be transferred by the Coordinator to the accounts of the respective Parties.

On request of the Coordinator and Workpackages Leaders, all deliverables, information, and reports shall be submitted in electronic form in Word format, graphics in GIF or JPEG format, or any other format mutually agreed, following the layout prescribed by the Coordinator, via the Information Management Tool (Project NetBoard).

Furthermore, the Parties shall:

- provide the Coordinator with the name of the person, duly authorised by its institution to give all necessary and appropriate information concerning the Parties's participation in the Network; without any information, the Project Office will take into consideration the person in charge indicated in Contract Preparation Forms;
- provide the Coordinator with the name of the person representing the Party, duly authorised by his institution to sign all financial information and costs statements delivered by the Party. In case of change of this representative, each Party shall provide the Project Office with a new name within seven (7) calendar days after this change;
- provide the Coordinator with all information and documents required to justify the payment of the EC financial contribution;
- provide the Workpackage Leaders and the Coordinator with all information and documents required to establish the 6-month progress Reports and the annual Project Reports for the Commission;
- to fill in the online Integration Management Tool (Project NetBoard) provided by the Coordinator with his/her researchers' time sheets and incurred expenses in due time;
- to supply the Coordinator with the Form C to which the audit certificates shall be attached (as indicated in the EC Contract) , duly filled and sent by electronic means (Project NetBoard) and mail and no later than fifteen (15) calendar days after the expiration of each reporting period;
- to supply the Coordinator with all information required by him to establish an annual financial report;
- to supply the Coordinator with all information about Party's bank account, especially IBAN where existing; in case of change in these bank details, each Parties shall inform the Coordinator within seven (7) calendar days after this change;
- each Parties shall keep the original of the supporting documents relating to expenses declared for reimbursement by the Commission for a period of five years after termination of the Project and shall make these available in case of an audit;

#### 4.3 Breach

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

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.

#### **4.4 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.

Involvement of Third Parties linked to a Beneficiary

Following Special Clause n°10 Bis Marie Curie of the EC-GA, UPMC involves CNRS as an entity being "Third Party linked to a Beneficiary".

As a consequence, the Parties agree that the Third Party linked to UPMC will have and will grant the same Access Rights, as defined in section 9 of this Consortium Agreement, as if such Third Party were a Party.

However, UPMC remains solely responsible for carrying out any part of the Project undertaken by such Third Party linked to a Beneficiary and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA.

Therefore, this "Third Party linked to a Beneficiary" does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA, and more precisely regarding Background and Foreground and the related Access Rights.

## **Section 5: Liability towards each other**

### **5.1 No warranties**

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

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall

be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliates) exercising its Access Rights.

## 5.2 Limitations of contractual liability

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

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

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

## 5.3 Damage caused to third parties

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

## 5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

# Section 6: Governance structure

## 6.1 General structure

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

**General Assembly** as the ultimate decision-making body of the Consortium

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

Work Package Committee and Work Package leaders as the body responsible for the overall follow-up of each work package.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the European commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC GA and this CA.

The **Management Board** assists the General Assembly and the Coordinator.

A **Scientific Advisory board** as advising body concerning the strategic and scientific orientations of the Project as detailed in Annex I of the GA.

A **stakeholder/end users Forum** will be constituted by end-users and other stakeholders (industrial, academic and governmental) that will benefit from the project's result.

An **Advisory Coordinator Board** will be constituted by experts and Scientific Coordinators working in the Arctic domain.

## **6.2 Specific operational procedures for the Consortium Bodies**

### **6.2.1 General Assembly**

#### **6.2.1.1 Members**

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed herein.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly. Any modification of the representative of the institution Member needs to be notified to the Coordinator in traceable form.

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

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.

#### **6.2.1.2. Convening meetings**

The chairperson shall convene ordinary meetings of the General Assembly at least once a year and shall also convene extraordinary meetings at any time upon written request of any Member.

Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

#### **6.2.1.3 Notice of a meeting**

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

#### **6.2.1.4 Sending the agenda:**

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

#### **6.2.1.5 Adding agenda items:**

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

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

During a meeting of the General Assembly, the Members present or represented can unanimously agree to add a new item to the original agenda.

#### **6.2.1.6 Decisions without meeting and binding force:**

Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Member.

Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.2.1.9. of this Consortium Agreement.

#### **6.2.1.7 Voting rules and quorum**

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

Each Member shall have one vote.

Defaulting Parties may not vote.

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

#### **6.2.1.8 Veto rights**

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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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 calendar days after the draft minutes of the meeting are sent.

In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members. Its use shall remain legitimate, and not degenerate into abuse of process. Such abuse would be submitted to the settlement of dispute section below (16).

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

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

#### **6.2.1.9 Minutes of meetings**

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 20 (twenty) calendar days of the meeting.

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.

The chairperson shall send the accepted minutes to all the Members of the Steering Committee, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

#### **6.2.1.10 Decisions of the General Assembly**

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.

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. This shall require a unanimous decision of all the Parties of the Project, notwithstanding any veto right that such Parties may have in terms of this Consortium Agreement.

- Changes to the Consortium Plan (including the Consortium Budget). This shall require a unanimous decision of all Parties of the Project, notwithstanding any veto right that the Parties may have in terms of this Consortium Agreement.
- Withdrawals from Background included. This shall require a unanimous decision of all the Parties of the Project, notwithstanding any veto right that the Parties may have in terms of this Consortium Agreement.
- Additions to Background excluded. This shall require a unanimous decision of all the Parties of the Project, notwithstanding any veto right that the Parties may have in terms of this Consortium Agreement.
- Additions to Attachment 3(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. This shall require a unanimous decision of all the Parties of the Project, notwithstanding any veto right that such Parties may have in terms of this Consortium Agreement.
- 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
- Where decisions are to be taken unanimously, all Parties must be represented at the meeting.

Appointments; on the basis of Annex I, the appointment if necessary of:

- The General Assembly approves the composition of the Ethics Management Unit.
- The General Assembly approves the composition of the Scientific Advisory Board
- The General Assembly approves the composition of the Patient Advisory Board

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

### **6.2.2 Steering Committee**

The Steering Committee will have an important responsibility regarding ACCESS dissemination to a large public. Indeed, the Steering Committee will act as an editing board for all large scale communications issues in order to prevent any misconduct in communicating ACCESS sensitive results to a large public.

#### **6.2.2.1 Members**

The Steering Committee is composed of the Scientific Coordinators, the Coordinator Assistant and the Work Packages (WP) leaders. It is chaired by the Scientific Coordinators and is convened at twice a year, with additional ad hoc meeting available when and if needed.

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

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

#### **6.2.2.2 Minutes of meetings**

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

#### **6.2.2.3 Tasks**

The Steering Committee is the executive body responsible for

- Preparing the decisions on which the General Assembly (GA) deliberates
- Implementing the decisions of the GA
- Advising on the overall scientific policy
- Coordinating and integrating the activities of the WP
- Assessing scientific progress against the objectives and where necessary making recommendations
- Providing calls for the evaluation of new Parties, participants or partners that might be needed to
- finalise the project's objectives
- Receiving advice and recommendations from the External Boards and IPR Manager.
- Gender issues

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.

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.

### **6.2.3 Work Package Committees**

#### **6.2.3.1 Members**

A Work Package Committee shall consist of one representative of each Party having a task within the respective Work Package (hereinafter Work Package Member).

A Work Package Leader shall chair all meetings of a Work Package Committee and is responsible for the overall follow-up of the concerned work package and will ensure an efficient communication within the Work Package Team, including the organisation of Work Package Team meetings when necessary.

#### **6.2.3.2 Tasks**

The WP leaders have management responsibilities through the Work Package Team for their contribution to the project, are responsible for the content of their Work Package and the partners involved as described in the concerned Work Package. The Work Package leaders will report on the progress of the research of their Work Package to the co-ordinator and General Assembly, and advice the co-ordinator and General Assembly on decisions regarding the activities of the work packages.

The partners have for their part, responsibilities for the objectives set up for the work packages to which they contribute. The partners will appoint personnel and ensure that they have the facilities and support to be able to reach the objectives, deliverables and milestones described in the work packages. The partners will update the Work Package leaders with the progress of their research.

The Work Package Committee shall convene meetings every three months via teleconference and shall also convene physical meetings at any time upon written request of any member of the Work Package Committee if necessary.

Each Work Package Committee shall manage the respective WP, in particular with regards to:

- the timely delivery of reports and Work Package results to the General Assembly and the Coordinator
- reviewing the quality of the reports
- formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the General Assembly changes to the Consortium Plan and/or Annex I of the EC-GA
- making proposals to the General Assembly for the admission of new Parties to the EC-GA and to the Consortium Agreement in order for said new Parties to participate in the Sub Project
- alerting the General Assembly and the Coordinator in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Party under said Sub Project
- analysing and documenting, at the request of the General Assembly, a presumed breach of responsibilities of a Party under the Work Package and preparing a proposal of remedies to the General Assembly
- deciding upon any exchange of tasks and related budgets between the Parties in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

#### **6.2.4 Work Package Leader**

The Work Package Leader of each Work Package is appointed by the General Assembly.

The Work Package Leader shall have the following functions only:

- communicating any plans, deliverables, documents and information connected with the Work Package between its Members and, if relevant, to the Steering Committee
- submitting the implementation plan of the Work Package to the Steering Committee for review and proposing an update of the Consortium Plan.
- coordinating on a day-to-day basis the progress of the technical work under the Sub Project
- following up decisions made by Consortium Bodies insofar as they affect the Work Package
- advising the Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.

#### **6.2.5 Coordinator**

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

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 and between WP Leaders, as appropriate, and any other Parties concerned
- administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

#### **6.2.6 Management board**

The Management Board shall be proposed by the Coordinator. It shall be appointed by the General Assembly 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.

The Management board includes an Intellectual Property Rights Manager (IPR) based at UPMC which is in charge of following up publications, licensing, patents and other exploitation of results matters. He will give advise the Steering Committee and the General Assembly about these issues upon questioning, and where needed, will contact its homologues at the Partners legal offices.

The Management Board activities are:

- Day-to-day management
- Coordination of the overall scientific and technical activities
- Follow-up of the deliverables and milestones
- Handling financial matters, in particular payments received from the EC for European partners
- Transmitting documents and information between the consortium and the EC
- Consortium Agreement preparation and implementation (under the supervision of the IPR Manager)

#### **6.2.7. Scientific Advisory Board**

##### **6.2.7.1 Composition and meetings**

The Scientific Advisory Board is composed of external experts renowned for their experience in the field of the Project, nominated upon proposal of the General Assembly Members, voted by the General Assembly, for the term of this Consortium Agreement. The Scientific Advisory Board co-opts its chairperson.

The Scientific Advisory Board shall meet at least once a year, in conjunction with the General Assembly, annual meeting. It will be convened by the chairperson of the Scientific Advisory Board. The Scientific Advisory Board meetings will be held too via teleconference or via electronic means.

Prior to the start of the Scientific Advisory Board's activity, each member of the Scientific Advisory Board external from the Access Consortium, shall sign a Non Disclosure Declaration.

The Scientific Advisory Board external members must not have any conflicts of interest during the Project.

The Scientific Advisory Board will be assisted by the Coordinator, in particular for the organization of meetings and the drafting the minutes of the meetings.

##### **6.2.7.2 Role**

The Scientific Advisory Board is the Project's scientific evaluation and consultative body.

- it makes recommendations to the Steering Committee regarding the relevance of the work programme to the objectives of the Project
- it may be consulted by the Steering Committee on any scientific and technical issues;
- it attends meetings of the Steering committee at the Chairperson's invitation.

## **6.2.8 Stakeholders / End-users Forum**

### **6.2.8.1 Composition and meetings**

The SEF will be constituted by end-users and other stakeholders (industrial, academic and governmental) that will benefit from the project's result. This Forum ensures that the project is realized in close connections with the the main actors working in the fields associated, or impacted on, the results of the project.

The SEF shall meet at least once a year, in conjunction with the General Assembly, annual meeting. It will be convened by the chairperson of the SEF. The SEF meetings will be held too via teleconference or via electronic means.

### **6.2.8.2 Role**

This Forum is meant to ensure that ACCESS is performed in close connection with key actors working in the thematic fields of ACCESS, as there are Arctic climate, marine transportation, tourism, fisheries, oil and gas exploration and governance.

The SEF members on the one hand and the ACCESS partners on the other hand will mutually benefit from this cooperation and close contact. The SEF members will also benefit from the dissemination activities in the project, and will have the possibility to advise ACCESS on the best exploitation strategy for the developed knowledge.

The SEF will be consulted regularly and are welcome to WP meetings they are interested in or General Assembly meetings.

## **6.2.9 Advisory/ Coordinators Board (ACB)**

### **6.2.9.1 Composition and meetings**

This ACB will be constituted by experts and Scientific Coordinators working in the Arctic domain.

This ACB will advise the consortium and assure a wide and varied communication of our results.

This ACB shall meet at least once a year, in conjunction with the General Assembly, annual meeting. It will be convened by the chairperson of the SEF. The ACB meetings will be held too via teleconference or via electronic means.

### 6.2.9.2. Role

This board will assess the progress of the project and provide advice on new directions and opportunities for innovation in order to ensure the relevance of the project's results to actual policy formulation needs. Common activities between the identified other RTD projects, funded by the European Commission and others, could be foreseen where appropriate.

Such project interaction is intended to be formalised through the exchange of major scientific and technical deliverables as well as through common:

- dissemination activities,
- summer schools,
- indicators (see the "Dissemination and/or exploitation of project results" chapter).

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget
- 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.

#### 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 except otherwise voted by the Steering Committee.



#### **7.1.4 Financial Consequences of the termination of the participation of a Party**

A Party leaving the Consortium shall refund all advanced payments it has received except the amount of expended eligible costs accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

### **7.2 Budgeting**

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

#### **7.2.1 Budgeted costs eligible for 100% reimbursement**

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

- banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- a reasonable costs of Parties related to
- the delivery of certificates on the financial statements according to the EC-GA
- the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
- costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator and the Management Board
- 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.

The most of the management budget (about 80%) being allocated to the Coordinator, he is in charge of the other common management issues, such as paying the Project Office and the General Assemblies organization, together with travels for administrative issues. It is stated here that the coordinator pays on his own management budget the eventual room rents, the coffee-breaks, lunches and the project dinner. Each partner attending the meeting bears his personnel travel costs on his R&D budget of the concerned Work Packages.

Further to the specific request of the European Commission, the Parties waive to claim the same costs (i.e lunches and dinner eventually) already paid by the coordinator.

## 7.3 Payments

### 7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- 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 Pre- Financing

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

- a first instalment upon receipt of the pre-financing payment from the Commission: this first instalment represents 90% of the received pre-financing payment
- a second instalment of the remaining 10% of the received pre-financing payment after the report has been communicated for the first period of the Project.

The pre-financing payment, the amount of which is provided in the Grant Agreement, will be paid to the Parties in accordance with the Consortium Budget as stated in Annex 1 of the Grant Agreement.

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

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

## Section 8: Foreground

A Third Party Linked to a Beneficiary and the Beneficiary concerned have the same rights regarding the ownership of Foreground.

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

### 8.1 Joint ownership

In case of joint ownership of Foreground, the joint owners shall establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership before any commercial use.

Where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to Use for its non-commercial research activities and teaching activities on a royalty –free basis, the Joint Foreground.

Each Party shall be entitled to grant non- exclusive licences to third parties, without any right to sub-licence, subject to the following conditions:

- at least forty five (45) calendar 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).

A joint owner may oppose the proposed licence arrangements in the thirty (30) calendar days following the receipt of the notice if it believes and is able to demonstrate that a substantial threat to its commercial, strategic or fundamental interests is likely to exist which cannot be resolved by any other measure.

## **8.2 Transfer of Foreground**

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

It may identify specific third parties to which it intends to transfer the ownership of its Foreground 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.

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.

Any transfer of Foreground to a third Party established in a country not associated to the Seventh Framework Programme requires the prior approval of all the Parties of the project, even if such third Party is listed in Attachment 5.

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 calendar days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

## **8.3 Dissemination**

### **8.3.1 Publication**

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.

The Parties acknowledge their common interest in publishing the Foreground to obtain recognition within the scientific community and to advance the state of scientific knowledge in their scientific field. The Parties also recognise their common interest in obtaining valid intellectual property protection and in protecting business interests.

Consequently, the Party(ies) wishing to make a publication will provide a copy of such proposed abstract or publication manuscript (and a reasonably detailed description of any such oral presentation or other public disclosure) to the other Parties by writing to the Coordinator at the earliest practicable time, but in any event within the following time frames:

- at least thirty (30) calendar days prior to the proposed submission for publication of any manuscript or,
- fifteen (15) calendar days in case of any presentation or other public disclosure date (abstract submission);

Save as provided below, the other Parties may comment upon, but may not change, the conclusions and content of any such publication or presentation. Each of the other Parties is however entitled to request that its proprietary confidential information, Background and/or Foreground to be deleted from any such publication or communication. Each of the other Parties may also request, by presenting strong arguments, to delay the publication up to ninety (90) additional calendar days to allow for the filing of a patent application.

An objection is justified if

- the objecting Party's legitimate academic or commercial interests are compromised by the publication or;
- the protection of the objecting Party's Foreground or Background is adversely affected.

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

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.

If a dispute regarding a publication cannot be settled amicably within two (2) calendar months, the matters can be considered and resolved by the General Assembly.

### **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 first 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. However, confidentiality and publication clauses have to be respected.

### **8.3.4 Use of names, logos or trademarks**

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

## **Section 9: Access Rights**

### **9.1 Background covered**

The Parties shall identify in the Attachment 1 within the subsegment 'included / available' 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

The owning Party may add further Background to Attachment 1 under subsegment 'included / available' during the Project by written notice to the Coordinator. However, only the General Assembly can permit a Party to withdraw any of its Background from Attachment 1 under subsegment 'included / available'.

The Parties agree that all Background not listed in Attachment 1 within subsegment 'included / available' shall be explicitly excluded from the obligation to grant Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 under subsegment 'included / available' 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 under subsegment 'included / available'.

In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 1 within subsegment 'excluded / not available'.

The owning Party may withdraw any of its Background from Attachment 1 under subsegment 'excluded / not available' during the Project by written notice to the coordinator.

However, only the General Assembly can permit a Party to add Background to Attachment 1 under subsegment 'excluded / not available'.

## **9.2 General Principles**

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.

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.

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

Any Access Rights granted expressly exclude any rights to sub-licence unless expressly stated otherwise in writing under the hand of an authorized signatory of the relevant Party.

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.

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

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.

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**

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 and upon written bilateral agreement.

A third party (including Affiliate Entities) shall not be granted Access Right generated by other Part(y)ies unless those Part(y)ies have already explicitly agreed to it in writing .

Access Rights Needed by a not for profit Party for internal non-commercial research and teaching activities shall be granted on a royalty-free basis.

For profit members, Access rights for internal research activities shall be granted upon fair and reasonable conditions for profit Parties.

A request for Access Rights may be made up to **twelve** (12) months after the end of the Project or, in the case of Art. 9.7., twelve(12) months after the termination of the requesting Party's participation in the Project.

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

### **9.5 Access Rights for Affiliate Entities**

Affiliate Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

The owning Parties shall discuss and agree Access Rights for Affiliate Entities on a case by case basis as and when a Party believes that Access Rights are needed by its Affiliate Entities. If an owning Party agrees to grant Access Rights, such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon prior written 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.

Without prejudice to the foregoing provisions, 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 Affiliate Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

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

### **9.6 Additional Access Rights**

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

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

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.

Parties leaving the Consortium

Access Rights granted to a leaving Party

Defaulting Party

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

Non-defaulting Party

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

It may request Access Rights within the period of time specified in Art. 9.4.

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**

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 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

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.

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.

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

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

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

notify the Disclosing Party, and

comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Consortium Agreement and the 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)

Attachment 2 (Accession document)

Attachment 3 (Listed Affiliated Entities)

Attachment 4 (initial list of Members and other contact persons)

Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

In case the terms of this Consortium Agreement are in conflict with the terms of the EC-GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### **11.2 No representation, partnership or agency**

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **11.3 Notices and other communication**

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 4.

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7 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 6.2.1.9. require a separate agreement between all Parties.

#### **11.5 Mandatory national law**

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

#### **11.6 Language**

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

#### **11.7 Applicable law**

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

#### **11.8 Settlement of disputes**

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably within four (4) months from the notification date of the dispute to the Coordinator by the most diligent disputing Party, shall be subject to the jurisdiction of the appropriate national Court of the Contractor who would be the prospective defendant in legal action on the issue, ruling under Belgium law (as the law applicable to the present consortium activities covered by the EC-GA and the CA).

## **Section 12: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in Insert the form of signing: separate signature pages or counterparts or accession forms the day and year first above written.

Authorised to sign on behalf of:

1/ Université Pierre et Marie Curie- Paris 6 (UPMC)

Date:

Signature:

Function: President

Authorised to sign on behalf of:

2/ Ocean Atmosphere Systems GmbH [OASys]

Date:

Signature:

Function: Managing Director

Authorised to sign on behalf of:

3/ Natural Environment Research Council [NERC]

Date:

Signature:

Function: Head Research Contracts and Applications

Authorised to sign on behalf of:

4/ The Kiel institute for the World Economy [IFW]

Date:

Signature:

Function: Vice-President



Authorised to sign on behalf of:

5/ The Chancellor, Masters, and Scholars of the University of Cambridge [UCAM]

Date:

Signature:

Function: Manager/Business Development Manager or authorised deputy

Authorised to sign on behalf of:

6/ Alfred Wegener Institute for Polar and Marine Research [AWI]

Date:

Signature:

Function: Director

Authorised to sign on behalf of:

7/ JS Consultant [JSC]

Date:

Signature:

Function: Director

Authorised to sign on behalf of:

8/ Nofima marin AS [NOFIMA]

Date:

Signature:

Function: Managing Director

Authorised to sign on behalf of:

9/ The Hamburgische Schiffbau-Versuchsanstalt GmbH [HSVA]

Date:

Signature:

Function: Managing Director

Authorised to sign on behalf of:

10/ Norwegian Polar Institute [NPI]

Date:

Signature:

Function: Research Director

Authorised to sign on behalf of:

11/ Meteorologisk Institutt [METNO]

Date:

Signature:

Function: Director of Research

Authorised to sign on behalf of

12/ FastOpt GmbH [FastOpt]

Date:

Signature:

Function: Managing Director



Authorised to sign on behalf of:

13/ Scottish Association for Marine Science [SAMS]

Date:

Signature:

Function: Company Secretary

Authorised to sign on behalf of:

14/ The Beijer Institute of Ecological Economics, Royal Swedish Academy of Sciences  
[Beijer]

Date:

Signature:

Function: Permanent Secretary

Authorised to sign on behalf of:

15/ P.P. Shirshov Institute of Oceanology, Russian Academy of Science [SIO]

Date:

Signature:

Function: Director

Authorised to sign on behalf of:

16/ IMPaC Offshore Engineering [IMPaC]

Date:

Signature:

Function: Technical Advisor

Authorised to sign on behalf of:

17/ Universitat Politecnica de Catalunya [UPC]

Date:

Signature:

Function: Rector of UPC

Authorised to sign on behalf of:

18/ The Deutsches Zentrum für Luft- und Raumfahrt [DLR]

Date:

Signature:

Function: Read scientist and contracts manager

Authorised to sign on behalf of:

19/ State Research Center Arctic and Antarctic Research Institute [AARI]

Date:

Signature:

Function: Head of Oceanography Department

Authorised to sign on behalf of:

20/ The Economic and Social Research Institute [ESRI]

Date:

Signature:

Function: Assistant Director



Authorised to sign on behalf of:

21/ Arctic Centre University of Lapland [UoL]

Date:

Signature:

Function: Director

Authorised to sign on behalf of:

22/ SINTEF Fiskeri og havbruk [SINTEF F&H]

Date:

Signature:

Function: President

Authorised to sign on behalf of:

23/ Center for International and Environmental Research [CICERO]

Date:

Signature:

Function: CEO Director

Authorised to sign on behalf of:

24/ Stiftelsen SINTEF [SINTEF]

Date:

Signature:

Function: Executive Vice-President

Authorised to sign on behalf of:

25/ Energiewirtschaftliches Institut an der Universität zu Köln [EWI]

Date:

Signature:

Function: Director of Applied Research and Member of the Management Board

Authorised to sign on behalf of:

26/ Le Cercle Polaire [LCP]

Date:

Signature:

Function: President

Authorised to sign on behalf of:

27/ Beluga Shipping GMBH [BELUGA}

Date:

Signature:

Function: Director of Legal and Corporate Affairs

**[Attachment 1: Background]**

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

Participating organisation #1	
Organisation legal name	Université Pierre et Marie Curie
Organisation short name	UPMC
Included / available: None	
Excluded / not available: None	

Participating organisation #2	
Organisation legal name	Ocean Atmosphere Systems GmbH
Organisation short name	O.A.Sys
Included / available: None	
Excluded / not available: All	

Participating organisation #3	
Organisation legal name	Natural Environment Research Council
Organisation short name	NERC
Included / available: The Natural Environment Research Council shall include in their obligation to grant Access Rights only the Background Knowledge that has been generated by the members of the UNCLOS research group of the Principal Investigator, Dr Lindsay Parson at the National Oceanography Centre and the researchers Alan Evans, Rosemary Edwards, and David Billett in the field of ocean governance in the Arctic Ocean. The Access Rights are granted for the purposes of the “Arctic Climate Change, Economy and Society” (ACCESS) project only and may be restricted if this results in the infringement of third party rights.	
This represents the status at the time of signature of this Consortium Agreement	
Excluded / not available: NERC specifically excludes the following Background from the requirement to grant access rights:	



Any and all Know How and IP, registered or unregistered, in ocean governance, and any IP in use at the NERC (NOC) not associated with the research tasks as outlined in Annex 1, Description of Work of the ACCESS project.

Participating organisation #4	
Organisation legal name	Kiel Institute for the World Economy
Organisation short name	IfW
Included / available: The Kiel Institute for the World Economy shall include in their obligation to grant access rights only the Background Knowledge that has been generated by the members of the “Valuing the Ocean” research group of the Principal Investigator, Prof. Dr. Katrin Rehdanz at the IfW. The Access Rights are granted for the purposes of the “Arctic Climate Change, Economy and Society” (ACCESS) project only and may be restricted if this results in the infringement of third party rights.	
Excluded / not available: The Kiel Institute for the World Economy shall exclude from the requirement to grant access rights any and all Background not associated with the research tasks as outlined in Annex 1, Description of Work of the ACCESS project.	

Participating organisation #5	
Organisation legal name	The Chancellor, Masters, and Scholars of the University of Cambridge
Organisation short name	UCAM
Included / available: None	
Excluded / not available: The Chancellor, Masters and Scholars of the University of Cambridge hereby excludes all Background of its participating institute or organisation, including but not limited to:- - Background developed by the Chancellor, Masters and Scholars of the University of Cambridge researchers not participating in the ACCESS Project, - Background developed by the Chancellor, Masters and Scholars of the University of Cambridge researchers participating in the ACCESS Project which is outside the scope of the Work Tasks allocated to the Chancellor, Masters and Scholars of the University of Cambridge under the Project	

Participating organisation #6	
Organisation legal name	Alfred-Wegener-Institut für Polar- und Meeresforschung
Organisation short name	AWI

The Alfred-Wegener-Institute does not exclude the background knowledge.

Participating organisation #7	
Organisation legal name	JS Consultant
Organisation short name	JSC
Included / available:	
Excluded / not available:	

Participating organisation # 8	
Organisation legal name	NOFIMA
Organisation short name	NOFIMA
Included / available:	
None	
Excluded / not available:	
None	

Participating organisation #9	
Organisation legal name	The Hamburgische Schiffbau-Versuchsanstalt GmbH
Organisation short name	HSVA:
Included / available:	
None	
Excluded / not available:	
None	

Participating organisation # 10	
Organisation legal name	Norwegian Polar Institute
Organisation short name	NPI
Included / available: NPI includes relevant information and generated know how that is needed to perform the tasks specifically to be undertaken by NPI in the project.	
Excluded / not available: NPI excludes access rights to information and products not owned, but handled by the institute where terms of use prohibit further dissemination, as well as information and know how that is not relevant for performing the tasks to be undertaken by NPI in the project.	

Participating organisation #11	
Organisation legal name	The Norwegian Meteorological Institute
Organisation short name	METNO
Included / available: The Norwegian Meteorological Institute (METNO) includes all relevant information (data or software) owned by METNO and following the specific license or terms of use, that is duly needed to perform the tasks specifically undertaken by METNO in the project. The general principle of METNO for terms of use of data and software is free and open sharing.	
Excluded / not available: The Norwegian Meteorological Institute (METNO) excludes access rights to: information (data or software) not owned, but handled by the institute where terms of use prohibits further dissemination expertise not relevant for the tasks undertaken by METNO in the project	

Participating organisation #12	
Organisation legal name	FastOpt GmbH
Organisation short name	FastOpt
Included / available: None	
Excluded / not available: All	

Participating organisation #13	
Organisation legal name	Scottish Association for Marine Science
Organisation short name	SAMS
Included / available:	
Excluded / not available:	

Participating organisation #14	
Organisation legal name	The Beijer Institute of Ecological Economics, The Royal Swedish Academy of Sciences
Organisation short name	Beijer
Included / available: The Background of the Royal Swedish Academy of Sciences is all Know-how generated within its Institute the Beijer Institute of Ecological Economics as far as needed to duly perform our work in the project.	
Excluded / not available: The Royal Swedish Academy of Sciences hereby excludes from its obligation to grant Access Right all background generated by the Royal Swedish Academy of Sciences other than within its Institute the Beijer Institute of Ecological Economics.	

Participating organisation #15	
Organisation legal name	P.P. Shirshov Institute of Oceanology, Russian Academy of Science
Organisation short name	SIO
Included / available:	
Excluded / not available:	

Participating organisation #16	
Organisation legal name	IMPac Offshore Engineering
Organisation short name	IMPac
Included / available: None	
Excluded / not available: None	

Participating organisation #17	
Organisation legal name	Universitat Politecnica De Catalunya
Organisation short name	UPC
Included / available: None	
Excluded / not available: None	

Participating organisation #18	
Organisation legal name	The Deutsches Zentrum für Luft- und Raumfahrt
Organisation short name	DLR

<p>Included / available: We exclude any and all know-how of DLR not associated with the DLR research tasks in ACCESS as described in the ACCESS DoW.</p> <p>Excluded / not available:</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Participating organisation #19	
Organisation legal name	State Research Center Arctic and Antarctic Research Institute
Organisation short name	AARI
<p>Included / available: None</p> <p>Excluded / not available: None</p>	

Participating organisation #20	
Organisation legal name	The Economic and Social Research Institute
Organisation short name	ESRI
<p>Included / available: The ESRI includes all Know-how generated within the Institute as far as needed to duly perform our work in the project.</p> <p>Excluded / not available: The ESRI hereby excludes human, structural and market capital that pre-dated the signature of the agreement.</p>	

Participating organisation #21	
Organisation legal name	Arctic Centre University of Lapland
Organisation short name	UoL
<p>Included / available:</p> <p>Excluded / not available:</p>	

Participating organisation #22	
Organisation legal name	SINTEF Fiskeri og havbruk
Organisation short name	SINTEF F&H
<p>Included / available: Included: SINMOD coupled hydrodynamic-ecosystem models</p> <p>Excluded / not available:</p>	

Participating organisation #23	
Organisation legal name	Center for International and Environmental Research
Organisation short name	CICERO
Included / available: All relevant information owned by CICERO that is duly needed to perform the tasks undertaken by CICERO in the project.	
Excluded / not available: Rights to information not owned, but handled by CICERO where terms of use prohibits further dissemination	

Participating organisation #24	
Organisation legal name	Stiftelsen SINTEF
Organisation short name	SINTEF
Included / available: Included: Marine Environmental Modeling Workbench, including the DREAM and OSCAR models	
Excluded / not available:	

Participating organisation #25	
Organisation legal name	Energiewirtschaftliches Institut an der Universität zu Köln
Organisation short name	EWI
Included / available: EWI shall provide all information and results necessary in order to duly perform our work in the project.	
Excluded / not available: The EWI hereby excludes Access Rights to all model codes used to perform the tasks outlined in Annex 1 "Description of Work" of the ACCESS project.	

Participating organisation #26	
Organisation legal name	Le Cercle Polaire
Organisation short name	LCP
Included / available:	
Excluded / not available:	

Participating organisation #27	
Organisation legal name	Beluga Shipping GMBH
Organisation short name	Beluga Shipping GMBH

Included / available: None
Excluded / not available: None

**[Attachment 2: 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)



### **[Attachment 3: Listed Affiliated Entities]**

Partner n<sup>o</sup>24 [SINTEF]:

SINTEF Petroleum Research AS  
SP Andersens vei 15B, NO-7564 Trondheim, Norway

SINTEF Fisheries and Aquaculture AS, SINTEF Sealab  
Brattørkaia 17C, NO-7465 Trondheim, Norway

SINTEF Energy AS  
Sem Sælandsvei 11, NO-7465 Trondheim, Norway

MARINTEK AS – Norwegian Marine Technology Research Institute  
Otto Nielsens veg10, Postboks 412, NO-7450 Trondheim, Norway

**[Attachment 4: Initial list of Members and other contact persons]**

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this Consortium Agreement.

Partner n°1 UPMC:

Member of the General Assembly:

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Partner n°2 OASys:

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Function: Director

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Partner n°3: NERC

Member of the General Assembly:

Name: Dr Lindsay Parson

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Partner n°4 IfW:

Member of the General Assembly:

Name: Prof. Dr. Katrin Rehdanz

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Partner n°5 UCAM:

Member of the General Assembly:

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Partner n°6 AWI:

Member of the General Assembly:

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Partner n°7 JSC:

Member of the General Assembly:

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## Member of the General Assembly:

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## Partner n°9 HSVA

## Member of the General Assembly:

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Partner n°10 NPI

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Partner n°11 METNO:

Member of the General Assembly, Administrative–financial-legal contact:

Name: Harald Schyberg  
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Partner n°12 FASTOPT

Member of the General Assembly:

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Partner n°13 SAMS:

Member of the General Assembly:

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Function: Scientist  
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Legal contact:

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Partner n°14 BEIJER

Member of the General Assembly:

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**[Attachment 5: List of Third Parties]**

**List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.**