



**DRAFT CONSORTIUM
AGREEMENT
relating to
GN3+**

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THIS AGREEMENT is made on 2013

BETWEEN:

EACH OF THE ENTITIES IDENTIFIED IN PART I OF SCHEDULE ONE.

BACKGROUND

- (A) The Parties are currently planning to undertake a further GÉANT project under the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013) (“GN3+”) and have submitted a proposal to the Commission.
- (B) On acceptance of the proposal by the Commission, the Parties intend to enter a contract with the Commission on the standard form of Grant Agreement for the Framework Programmes, subject to amendments agreed between the Commission and the Parties.
- (C) The Parties wish to agree binding commitments between themselves on the terms of this Agreement to supplement the provisions of the Commission Contract.

OPERATIVE SECTIONS

1. Definitions and Interpretation

1.1. Incorporated Definitions

Unless defined in this Agreement, words and expressions defined in the Commission Contract shall have the same meanings in this Agreement.

1.2. Additional Definitions

In this Agreement:

- Agreement** means these terms and conditions and the Schedules, each as amended from time to time in accordance with Article 14.4.3;
- Associate Member** means any of the entities identified in Part III of Schedule 1 and any other legal entity (not being a Party) who becomes a Associate Member in accordance with Article 4.2;
- Chairperson** means the chairperson of the Partners’ Assembly elected in accordance with Article 4.1.3;
- Commission** means the European Commission;
- Commission Contract** means the EU Grant Agreement and Annexes, including the Technical Annex, entered into between the Commission and each of the Parties in relation to GN3+;
- Commission Contribution** means the contribution received by the Coordinator on behalf of the Parties from the Commission under the Commission Contract;

Consortium	means the consortium formed by the Parties to this Agreement;
Consortium Budget	means the allocation of all the financial resources for the activities as defined in Annex I (Description of the Work) of the Commission Contract;
Coordinator	means that entity which undertakes the role of “coordinator” in accordance with the Commission Contract and which as at the Effective Date is: Delivery of Advance Network Technology to Europe Limited, a company limited by shares and incorporated under the laws of England and Wales with registered number 02086796;
Defaulting Party	means a Party which the Partners’ Assembly has identified to be in breach of this Agreement and/or the Commission Contract as specified in Article 8.4;
Effective Date	means the date of this Agreement, which will be no earlier than the date that all of the Parties have signed this Agreement;
Executive Board	means the body constituted in accordance with Article 5.1;
GN3	means the Research Infrastructure Seventh Framework Programme known as GN3, the subject of Grant Agreement Number 238875;
GN3 Consortium	means the participants in GN3;
GN3+	see Project;
GN3+ Management Team	means GN3+ management team comprised of programme managers appointed in accordance with Article 7, the Project Office and the activity leaders;
Loss	means any loss, claim, cost, expense, liability or damage of any nature whatsoever and whether or not reasonably foreseeable;
Non-Voting Partner	means a Party added to this Agreement pursuant to Article 8.6 whose Representative does not have a vote in the Partners’ Assembly;
Open Call	means a competitive call implemented by the Coordinator on behalf of the Consortium for the purposes of identifying one or more persons to carry out specific aspects of the Project, which is conducted in accordance with the provisions of Article II.35 of the Commission Contract (save that the person will not necessarily become a Party to this Agreement);
Orient Plus	means the Research Infrastructure Seventh Framework Programme known as Orient Plus, project reference number 283334;
Party	means any of the parties to this Agreement from time to time;
Party Budget	means the allocation of all the financial resources for the activities of a Party as defined in Annex I (Description of the Work) of the Commission Contract;

Ordinary Resolution	means a resolution of the Voting Parties acting through the Partners' Assembly (a) holding more than 50% in aggregate of the total voting capacity of all the Voting Parties (as set out in Part II of Schedule 1); and (b) being more than 50% in number of all the Voting Parties;
Partners' Assembly	means the body constituted in accordance with Article 4;
Project or GN3+	means the pan-European Research and Education Network project with the full title "GEANT (Gigabit European Academic Network Technology) 3+" partially funded by the European Community in accordance with the Commission Contract under the Seventh Framework Programme as more particularly set out in the Technical Annex, and as varied by Special Resolution from time to time subject to the approval of the Commission under Article II.37 of the Commission Contract;
Representative	means each Party's representative who as at the Effective Date are identified in Schedule 1;
Special Resolution	means a resolution of the Voting Parties acting through the Partners' Assembly (a) holding at least two thirds in aggregate of the total voting capacity of all the Voting Parties (as set out in Part II of Schedule 1); and (b) being at least two-thirds in number of all the Voting Parties, provided that where the total number of Parties is not divisible by three the requisite number shall be the next whole number above that fraction;
Technical Annex	means Annex I to the Commission Contract that contains the Description of Work;
Voting Party	means any of the Parties other than the Coordinator, TERENA and other named parties to be determined.

1.3. Interpretation

In this Agreement:

- 1.3.1. references to Articles or Schedules are references to articles or schedules of or to this Agreement;
- 1.3.2. phrases introduced by the terms "including", "in particular", "such as" or any similar expression are illustrative and shall be not limit the sense of the words following those terms;
- 1.3.3. if there is any conflict or inconsistency between the Articles of this Agreement and any of the other documents comprising or referenced in this Agreement, then in respect of the interpretation of the rights and obligations of the Parties under this Agreement, the following order of precedence (highest first and lowest last) shall prevail to the extent necessary to resolve such conflict or inconsistency:
 - 1.3.3.1. the Articles of this Agreement;
 - 1.3.3.2. the Schedules;
 - 1.3.3.3. the Technical Annex;

- 1.3.4. the Parties acknowledge that this Agreement does not have the effect of varying any of the rights or obligations that any of the Parties may have under the Commission Contract;
- 1.3.5. references to “written” or “in writing” include by email or other electronic form;
- 1.3.6. a “person” includes a natural person, corporate or unincorporate body (whether or not having separate legal personality); and
- 1.3.7. references to "indemnifying" any person against any circumstance shall include indemnifying it, on an after tax basis, in respect of all actions, claims and proceedings from time to time made against it and all Losses, (including without limitation legal expenses and regulatory fines) suffered made or incurred by it as a consequence of or in connection with that circumstance; and "indemnify" and "indemnity" shall be construed accordingly.

2. Purpose

- 2.1. The purpose of this Agreement is to specify with respect to GN3+ the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of GN3+ and the rights and obligations of the Parties.
- 2.2. Unless agreed otherwise by all of the Parties in accordance with Article 14.4.3:
 - 2.2.1. this Agreement relates specifically to GN3+; and
 - 2.2.2. if any of the Parties wish to work together in relation to any other project or collaboration, then such Parties shall enter into a separate consortium or other agreement to cover such project or collaboration.
- 2.3. To the extent that they have the right to do so, the Parties will make available to the Project the infrastructure, equipment and assets acquired and developed by them pursuant to GN3, on such terms as may be agreed between the Parties. Where they do not have the right to do so, or where the consent of one or more third parties is required, the Parties shall use all reasonable endeavours to acquire such rights or consent.
- 2.4. The Parties agree to bear the costs incurred during the term of the Project which were previously borne by the GN3 Consortium in relation to the link with the Orient Plus network, in the proportions agreed in accordance with the cost sharing mechanism and the Parties agree to assume and abide by the terms of the Memorandum of Understanding entered into between the GN3 Consortium and the participants in Orient Plus.
- 2.5. The decisions and policies listed in Schedule 3 which were adopted by the GN3 Consortium are hereby adopted by the Parties in relation to GN3+ and will apply to the conduct of GN3+ unless or until disapplied or amended from time to time by Special Resolution following a recommendation from the Executive Board.
- 2.6. The Coordinator will make arrangements for the Partners' Assembly, at a meeting to be held within the final six (6) months of the Project, to consider and vote on, as a Special Resolution, the question whether, and if so on what terms, any infrastructure, equipment and assets acquired and developed by, or made available to, the Parties under the Project will be made available to a successor project to the Project.

3. Governance structure

3.1. General structure

- 3.1.1. The Partners' Assembly is the decision-making body of the Consortium. However, certain executive authority is delegated to an Executive Board in accordance with Article 4.4.2.
- 3.1.2. The Executive Board shall act as the supervisory body for the execution of the Project and shall report to and be accountable to the Partners' Assembly.
- 3.1.3. The Coordinator is the legal entity acting as the intermediary between the Parties and the Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Commission Contract and this Agreement.
- 3.1.4. Participation in the Consortium shall not oblige any Party to act in any way which is contrary to the law of the country under which that Party has been established.

4. Partners' Assembly

4.1. Representatives

- 4.1.1. The Partners' Assembly shall consist of the Representatives. Each Representative may appoint a substitute or proxy to attend and vote at any meeting in his or her place.
- 4.1.2. Each Representative shall be deemed to be duly authorised by the Party it represents to deliberate, negotiate and decide on behalf of that Party on all matters listed in Article 4.4.3.
- 4.1.3. At its first meeting, the Partners' Assembly shall appoint a Chairperson. Any of the Parties may nominate a candidate to hold the office of Chairperson. Nominations must be in writing, signed by a duly authorised representative of the nominating Party and countersigned by the candidate to signify his or her consent to be considered for the post. The nominating Party must attach a brief curriculum vitae of the candidate to the nomination. Nominations must be submitted to the Co-ordinator to arrive at least 15 working days immediately preceding the relevant meeting of the Partners' Assembly. The Parties will vote for the candidate of their choice by secret ballot. The candidate receiving the greatest number of votes will be appointed as Chairperson. In the event of a tie, the Parties shall hold a second vote at the meeting, and if the matter remains unresolved it shall be determined at that meeting by a show of hands. None of the candidates is required to be the representative of any Party, but if the person who is appointed as Chairperson is also the representative of a Party on the Partners' Assembly, he or she shall cease to be that Party's representative and that Party must appoint another representative in his or her place. The Chairperson will serve as Chairperson for the duration of this Agreement (and thereafter until all the Parties have fulfilled any post-termination obligations required under this Agreement). If the Chairperson wishes to resign his or her position early, is removed or is unable to continue as Chairperson for any reason, then the Representatives shall elect a replacement as soon as reasonably practicable by the procedure set out above. The Chairperson shall chair all meetings of the Partners' Assembly. The Chairperson may be removed by Special Resolution. If there is any gap between a Chairperson ceasing to act for any reason and the appointment of a new Chairperson, the chairperson of the Executive Board will act as an interim Chairperson.
- 4.1.4. The Parties agree to abide by all decisions of the Partners' Assembly. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions for settlement of disputes in Article 14.11 of this Agreement.

4.2. Associate Members

- 4.2.1. The Partners' Assembly may from time to time resolve by Special Resolution to appoint any suitable organisation as an Associate Member, subject to that organisation entering into an

Associate Member Agreement with the Parties on the terms set out in Schedule 4. The Parties hereby authorise the Coordinator to enter into an Associate Member Agreement on their behalf as their agent with any organisation whose appointment has been approved by Special Resolution. Each Associate Member shall appoint a representative and a deputy representative who may attend and speak but not vote at meetings of the Partners' Assembly, except where the Partners' Assembly determines that any business which may be transacted at a meeting of the Partners' Assembly should be subject to the approval of the Associate Member. An Associate Member has the right to replace its representative and deputy representative after having informed the Parties in writing. An Associate Member's representative and deputy shall be an employee or elected representative of a Associate Member, unless the Parties agree otherwise by a Special Resolution. The Partners' Assembly may at any time resolve by Special Resolution that an Associate Member shall cease to be an Associate Member with effect from a date no less than 30 days after service of a copy of that resolution on the Associate Member. An Associate Member may resign as an Associate Member at any time by giving no less than 30 days written notice of such resignation to the Coordinator.

4.3. Operational procedures for the Partners' Assembly

4.3.1. Representation in meetings

Each Party shall ensure that its Representative is present or represented at any meeting.

4.3.2. Preparation and organisation of meetings

4.3.2.1. Convening meetings:

The Chairperson shall convene ordinary meetings of the Partners' Assembly at least once every four months and shall also convene extraordinary meetings at any time upon written request of any Representative (such request to be seconded by no less than 2 other Representatives) no later than 21 days after the Representative's request.

4.3.2.2. Notice of a meeting:

The Chairperson shall give notice in writing of a meeting to each Representative as soon as possible and no later than 21 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting.

4.3.2.3. Sending the agenda:

The Chairperson shall send each Representative and any Associate Member a written original agenda together with copies of any documents which are to be the subject of discussion under the agenda (to the extent that such documents have not been previously been circulated) no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

4.3.2.4. Adding agenda items:

- (a) Any agenda item requiring a decision by the Representatives must be identified as such on the agenda.

- (b) Any Representative may add an item to the original agenda by written notification to all of the other Representatives no later than 7 calendar days preceding the meeting or no later than 4 calendar days preceding an extraordinary meeting.
 - (c) During a meeting of the Partners' Assembly, the Representatives present or represented can unanimously agree to add a new item to the original agenda.
- 4.3.2.5. Any decision may also be taken without a meeting if the Chairperson circulates to all Representatives a written document which is then signed by a sufficient number of Representatives such that such decision would have been validly made at a meeting of the Partners' Assembly.
- 4.3.2.6. Meetings of the Partners' Assembly may also be held by telephone conference call, videoconference or other telecommunication means. A person participating in the conference call or videoconference shall be deemed to be present at the meeting whilst his communication link with the Chairperson and the other participants is operational. The place of the meeting shall be the place at which the Chairperson is present at the meeting in question.
- 4.3.2.7. Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 4.3.4.2.
- 4.3.2.8. Presentations to the Partners' Assembly on Executive Board and GN3+ Management Team updates must be published at least two days prior to the relevant meeting.
- 4.3.2.9. All documents to be considered at a meeting of the Partners' Assembly must be circulated to all Parties or their Representatives at least five days prior to the meeting.

4.3.3. Voting rules and quorum

- 4.3.3.1. The Partners' Assembly shall not be able to validly conduct any business unless two-thirds (2/3) of its Representatives are present in person or by proxy.
- 4.3.3.2. Each Representative shall have the number of votes set against his appointing Party in Part III of Schedule 1. Where such Representative's appointing Party has more than one vote, he may only exercise his votes in one block and not split the votes.
- 4.3.3.3. Defaulting Parties may not vote.

4.3.4. Minutes of meetings

- 4.3.4.1. The Chairperson shall promptly produce written minutes of each meeting which shall be the formal record of all decisions taken. He or she shall make available such minutes to all Representatives within 21 calendar days of the meeting.
- 4.3.4.2. The minutes shall be considered as accepted if, within 14 calendar days after making the minutes available, no Representative present or represented in the meeting has objected in writing to the Chairperson with respect to the accuracy of the draft of the minutes. If any Representative does raise objections, then these will be resolved between the Representative and the Chairperson and updated

minutes re-circulated. If no agreement can be reached, then the matter in dispute shall be placed on the agenda for discussion at the next meeting.

- 4.3.4.3. The Chairperson shall send the accepted minutes to all the Parties, and to the Executive Board, for safekeeping. If requested Executive Board shall provide authenticated duplicates to the Parties.

4.4. Decisions of the Partners' Assembly

4.4.1. The Partners' Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in this Agreement.

4.4.2. The Voting Parties shall have ultimate authority and responsibility for the implementation, management and operation of GN3+. However, other than in respect of the matters reserved for decision by the Voting Parties through the Partners' Assembly which are set out in Article 4.4.3, the Voting Parties agree to delegate, and the Executive Board accepts the delegation from the Parties of, all executive authority for the implementation, management and operation of GN3+. The Executive Board may further delegate such authority to the Coordinator and/or the GN3+ Management Team as it sees fit. The executive authority delegated to the Executive Board under this Article may be amended or revoked by Special Resolution. However, such amendment or revocation shall only be prospective and shall not affect any decisions or acts carried out by the Executive Board prior to the effective date of the amendment or revocation.

4.4.3. The following matters in relation to GN3+ shall only be decided by the Partners' Assembly and may not be delegated:

4.4.3.1. to be decided unanimously:

- (a) Variations to the terms and conditions of this Agreement. Notwithstanding any such unanimous decision, variations to this Agreement will also require each Party to provide its written approval as required by Article 14.4.3;
- (b) Changes to any Party's voting rights (other than through the normal operation of the weighted voting system set out in Part II of Schedule 1) or the weighted voting system set out in Part II of Schedule 1;

4.4.3.2. to be decided by Special Resolution:

- (a) Project strategy including changes to the Technical Annex;
- (b) approval of the Annual project plan and budget (as proposed by the Executive Board);
- (c) Project decisions which are not within GN3+ plan or exceeding project budget (as proposed by the Executive Board);
- (d) Changes to the methodology and application of the cost sharing mechanism (as proposed by the Cost Sharing Working Group ("CSWG")), subject to Article 4.4.5 below;

- (e) Any other matter which is expressly designated under this Agreement as being a matter for decision by the Partners' Assembly by Special Resolution; and
- (f) Such other matters as the Partners' Assembly may decide by Special Resolution from time to time.

4.4.4. Other than those matters set out in Article 4.4.3.1, and 4.4.3.2 all other decisions of the Partners' Assembly relating to the Consortium shall be made by Ordinary Resolution. Notwithstanding that such matters are to be decided by Ordinary Resolution, the Chairperson shall nevertheless seek to decide matters by consensus, failing which the relevant matter shall be decided by Ordinary Resolution.

4.4.5. Parties that are not themselves subscribers to the GEANT network will not be eligible to vote on resolutions of the Partners' Assembly insofar as they relate to the costs to be charged for access to the GEANT network or the sharing of those costs, including without limitation resolutions or decisions of the Partners' Assembly under Article 9.7. Representatives of such Parties shall not be eligible to be members of the CSWG.

5. Executive Board

5.1. Composition of the Executive Board

5.1.1. The Executive Board shall comprise a Chairperson and up to 8 additional voting members elected by the Parties in accordance with Article 5.1.2 and in addition non-voting ex officio members of the Executive Board referred to below, who shall be entitled to receive notices of, attend and participate in meetings of the Executive Board but shall not be entitled to vote on any matter. The non-voting ex officio members shall comprise:

- The Chairs of DANTE and TERENA, if they are not elected as members of the Executive Board
- The Chair of the Partners' Assembly
- The two General Managers of DANTE
- The Chief Financial Officer of DANTE
- The Secretary General of TERENA

5.1.2. Election of the chairperson and the voting members of the Executive Board

5.1.2.1. The Coordinator shall convene a general meeting of the Partners' Assembly for the purpose of electing the chairperson of the Executive Board and 8 additional voting members to the Executive Board (the "Election").

5.1.2.2. Any person who holds office as chairperson or a voting member of the Executive Board immediately before the Election shall, unless re-appointed by the Partners' Assembly in the Election, hold such office only until the Election but such person is eligible to be nominated as a candidate for any such office on the Executive Board in the Election.

5.1.2.3. Each of the Parties may nominate one or more candidates for election as a chairperson and/or voting member of the Executive Board in the Election. For the avoidance of any doubt, any Representative or nominated deputy shall be eligible to be nominated by a Party as a candidate. For a nomination to be valid, it shall be

supported by two seconding Parties. Any Party which nominates a candidate shall at least 10 days before the date of the Election provide the Coordinator with the name and address of the candidate and of the candidate's employer and whether the nomination is to the office of chairperson, voting member or both. Each nomination shall be signed by the candidate by way of acceptance of such nomination.

- 5.1.2.4. The Election shall be divided into two parts. The first part shall be the election of the chairperson of the Executive Board. The second part shall be the election of 8 additional voting members of the Executive Board and which will proceed immediately following conclusion of the election of the chairperson of the Executive Board and the announcement of the results. The Coordinator shall arrange for a ballot paper to be issued for each part of the Election listing the names and employers of each of the candidates subject of a valid nomination to the office of chairperson and/or additional voting member as the case may be.
- 5.1.2.5. The Coordinator shall provide the Parties with a list of the nominations received for the election of the chairperson and the additional voting members of the Executive Board at least 7 days before the date of the Election.
- 5.1.2.6. In the event that a candidate standing for Election to the office of chairperson is successful and has also been nominated to hold office as an additional voting member of the Executive Board, such nomination shall automatically be cancelled and he or she shall not be eligible to stand for election as an additional voting member.
- 5.1.2.7. Each Election shall be held by secret ballot and shall be supervised by 3 people ("scrutineers") selected by the Chairperson of the Partners' Assembly from amongst the non-voting ex-officio members of the Executive Board. Any person nominated as a candidate in the Election shall not be eligible to act as a scrutineer. The outcome of voting in each part of the Election will be announced by the scrutineers. The scrutineers will only announce the total number of votes cast per candidate and where appropriate, in the case of a tie, the number of voters for the tied candidates. Their decision shall be conclusive and binding on the Parties save in the case of manifest error.
- 5.1.2.8. Each Party shall have the number of votes set out opposite its name in Schedule 1. Each of the Parties may vote for only one candidate in the Election of the chairperson and up to 8 candidates in the Election of the voting members. The voting entitlement in respect of each candidate may be cast only for one candidate and may not be split amongst two or more candidates, nor may such voting entitlement in respect of a candidate be combined with the voting entitlement in respect of any other candidates to form one consolidated vote for one candidate.
- 5.1.2.9. In the case of the Election of the chairperson of the Executive Board, the successful candidate shall be the one having the highest number of votes cast in his or her favour. In the case of the additional voting members, the successful candidates shall be the ones having the highest numbers of votes cast in their favour.
- 5.1.2.10. If more than one candidate in any part of the Election obtains an equal number of votes pursuant to Article 5.1.2.9 (the "Tied Candidates"), then the successful candidate will be the one who received the votes of the greater number of Parties (on the basis of one vote per each Party). If the Tied Candidates again received an equal number of votes on that basis, then the vacancy shall be determined by lot supervised by the scrutineers referred to in Article 5.1.2.7.

- 5.1.2.11. The successful candidates in the Election shall hold office until such date as the Partners' Assembly shall at its discretion decide by Special Resolution. Any casual vacancies arising in the meantime by reason of resignation, illness or otherwise may at the discretion of the Chairperson of the Partners' Assembly be filled by a further election which shall be conducted substantially in accordance with the provisions of this Article 5.1.2.

5.2. Delegated Powers of the Executive Board

5.2.1. The powers delegated to the Executive Board under Article 4.4.2 shall include the following:

- 5.2.1.1. approval of commitment to expenditure according to the the thresholds established in the financial guidelines (see item 5 in Schedule 3) drafting of rules of procedure relating to the Consortium including as between the Parties and with third parties/ suppliers, for approval by the Partners' Assembly;
- 5.2.1.2. execution of minor budget adjustments (the limits to which will be set out by a Partners Assembly decision) and preparation of the yearly detailed work programme;
- 5.2.1.3. Quality Assurance, including review of GN3+ deliverables;
- 5.2.1.4. supervision of the implementation of GN3+;
- 5.2.1.5. monitoring the progress of the Work Programme;
- 5.2.1.6. supervision of the performance of all the Parties in GN3+, and the introduction of remedial actions to be taken when GN3+ is not progressing to plan;
- 5.2.1.7. preparing, reviewing and approving, together with the Coordinator, the annual report of fulfilment of the annual project plan and budget.

5.3. Proceedings of the Executive Board

5.3.1. The Executive Board may regulate its meeting and proceedings as it sees fit. Decisions of the Executive Board shall be made by consensus whenever practicable, but if unanimity cannot be reached, the matter in question may at the discretion of the Chairman be put to a vote.

5.3.2. Each member of the Executive Board shall have one vote. A member who is not present at a meeting on which a vote is taken may appoint a proxy to vote on his behalf. The proxy must be another voting member of the Executive Board, and the appointment must be notified to the Coordinator prior to the commencement of the meeting at which the relevant vote is to be cast. A person appointed proxy cannot be proxy for more than one person.

5.3.3. In the absence of unanimity, decisions shall be taken with the agreement of more than 50 % of the voting members present at the meeting or represented by proxy.

5.3.4. The Executive Board will meet as often as it considers necessary or desirable and in any event when summoned by its chairperson or by at least three of its members.

5.3.5. A meeting of the Executive Board shall be quorate if it is attended by more than 50% of its voting members present in person or by proxy.

- 5.3.6. Meetings may be held by telephone conference call, videoconference or other telecommunication means. A person participating in the conference call or videoconference shall be deemed to be present at the meeting whilst his communication link with the chairperson and the other participants is operational. The place of the meeting shall be the place at which the chairperson is present at the meeting in question.
- 5.3.7. The Executive Board may take decisions by means of electronic email communication. Matters to be determined in this manner will be circulated by the Coordinator on behalf of the Board, and a resolution will be deemed to be passed once the requisite majority of the members of the Board have approved the resolution in question.
- 5.3.8. The Coordinator will provide the services of Secretariat to the Executive Board. Meetings of the Executive Board shall be minuted by the Coordinator. The minutes shall be referenced as project documentation and stored in an on-line document store in accordance with the custom and practice of the Coordinator. Board minutes that have been approved by its chairperson shall be accessible by members of the Partners' Assembly.

5.4. General

- 5.4.1. Each Party agrees to abide by decisions of the Executive Board, and to take any action required as a result of such decisions, provided such decisions and actions are within the authority granted to the Executive Board in accordance with Article 4.4.2. Any dispute shall be settled in accordance with Article 14.11.
- 5.4.2. The Executive Board may only use its executive powers in relation to GN3+.
- 5.4.3. The Executive Board shall not be entitled to act or to make legally-binding declarations on behalf of any Party.
- 5.4.4. The Executive Board shall not enlarge its role beyond the tasks specified in this Agreement, in the Commission Contract or otherwise by the Partners' Assembly.
- 5.4.5. The Executive Board shall abide by any decision of the Partners' Assembly.
- 5.4.6. The Executive Board may create any number of advisory committees to advise it on specific matters, consisting of its own members and other people appointed by the Executive Board for the purpose.

6. Coordinator

- 6.1.1. The Coordinator has the role and responsibilities set out in the Commission Contract. In addition to the powers set out there the Coordinator shall be responsible for the following:
- 6.1.1.1. appointment of GN3+ Programme Managers and the Project Office;
 - 6.1.1.2. relationship and correspondence with the Commission and third parties in accordance with the policies determined by the Partners' Assembly;
 - 6.1.1.3. administration and preparation of minutes of the Partners' Assembly, (including organization of the meetings and timely submission of the documents to be discussed), and follow-up of its decisions;
 - 6.1.1.4. supervision of progress relative to the time schedules in the Commission Contract or otherwise set by agreement of the Parties;

- 6.1.1.5. collection of the Parties' documents and costs and other statements, and submitting them to the Commission. Such submitting may exclude any cost statements not received from any of the Parties in accordance with the stipulated time scales in order not to delay the statements of, and subsequent payments to, the other Parties. The Coordinator will submit any such delayed statements to the Commission as soon as reasonably practicable;
 - 6.1.1.6. transmission of any documents connected with GN3+ between the Parties, and from the Parties to the Commission and vice versa, including, without limitation, the reports required by the Commission Contract to be submitted to the Commission, the minutes of the meetings of the Partners' Assembly for approval by the other Parties, and Commission communications;
 - 6.1.1.7. oversight of receipt and distribution of all payments made to the Coordinator on behalf of the Parties under the Commission Contract, subject to the provisions of Article 9;
 - 6.1.1.8. reporting as necessary, or on written request of a Party, to the Partners' Assembly on any financial issues or irregularities in the implementation of GN3+;
 - 6.1.1.9. reporting to the Partners' Assembly on any matters affecting technical services and research relating to GN3+;
 - 6.1.1.10. acting as Secretariat to the Partners' Assembly;
 - 6.1.1.11. planning and managing implementation of the roadmap for GN3+;
 - 6.1.1.12. recommending to the Executive Board any remedial action to be taken when implementation of GN3+ is not progressing to plan;
 - 6.1.1.13. reporting to the Partners' Assembly at each of its meetings; and
 - 6.1.1.14. confirming any changes to the Party Budget figures in written form at any time on written request of the Party.
- 6.2. The Executive Board may delegate such of its executive powers to the Coordinator where, in the opinion of Executive Board, such delegation is appropriate.
- 6.3. The Partners' Assembly may decide by Special Resolution to propose to the Commission to change the Coordinator.

7. Project Management

With effect from the Effective Date, GN3+ will be led by two programme managers who in turn will lead the GN3+ Management Team including activity leaders who will have responsibility for management of their task leaders. The Executive Board will delegate appropriate authority to the GN3+ Management Team through the programme managers who will determine the appropriate level of sub-delegation of authority within the GN3+ Management Team.

8. Responsibilities of the Parties

8.1. General principles

8.1.1. Each Party undertakes to take part in the efficient implementation of GN3+, and to cooperate with the other Parties and promptly perform all of its obligations under the Commission Contract and this Agreement.

8.1.2. Each Party undertakes to notify the Executive Board promptly of any significant information, fact, problem or delay likely to affect GN3+.

8.1.3. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to any of the other Parties in connection with GN3+ and promptly to correct any error of which it becomes aware. The recipient Party shall be entirely responsible for the use to which it puts such information and materials.

8.2. Each Party undertakes:

8.2.1. promptly to supply to the Executive Board all such information or documents as the Executive Board may require in connection with GN3+ in order for the Coordinator to fulfil its obligations as provided for in the Commission Contract (where applicable) and this Agreement, or as the Commission may properly request; and to keep the Executive Board informed of all such requests from the Commission and the responses;

8.2.2. promptly to communicate or provide any information or decision which has to be given by it to the Executive Board;

8.2.3. to designate a contact for administrative matters and to keep the Executive Board informed of any changes to the identity of the contact;

8.2.4. alone, or as the case may be, jointly with others, to participate actively in and to perform on time the tasks and work packages assigned to it alone or with others under the schedules shown in the Commission Contract or as otherwise reasonably determined by the Executive Board;

8.2.5. to make available such information to other Parties, as required from time to time under the terms and conditions of the Commission Contract and of this Agreement;

8.2.6. to prepare and present the reports to be submitted to the Commission under the Commission Contract, in sufficient time to enable the Coordinator to submit them to the Commission in accordance with the Commission Contract timescales, and in accordance with the formats required in the Commission Contract; and

8.2.7. to use reasonable endeavours to enable the Parties to perform their joint and several obligations under the Commission Contract and to achieve the results intended for GN3+.

8.3. In addition to the obligations specified in the Commission Contract, each Party agrees to take reasonable steps to ensure that it will not knowingly use, as part of a deliverable or in the design of such deliverable, any proprietary rights (such as intellectual property rights or Confidential Information) of a third party for which such Party has not acquired the right to grant licences to the other Parties required to comply with the Parties' obligations under this Agreement and the Commission Contract, unless the other Parties have accepted such use by a Special Resolution. Before seeking the acceptance of such use by the Partners' Assembly such Party shall use all reasonable endeavours to acquire the necessary rights in a timely manner.

8.4. Breach

8.4.1. If the Executive Board identifies a breach (or has reason to believe a breach has been or is likely to be committed) by a Party of its obligations under this Agreement or the Commission Contract (such as a Party producing poor quality work), the Executive Board will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

8.4.2. If such breach is not remedied within that period or is not capable of remedy, then the Executive Board shall report to the Partners' Assembly who 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 in the Consortium.

8.4.3. If the Partners' Assembly decides by Special Resolution to terminate the Defaulting Party's participation in the Consortium, then the Coordinator shall deal with the Commission in respect of such Defaulting Party's termination under the Commission Contract. The Defaulting Party's obligations and share of funding shall be reallocated amongst the remainder of the Parties by the Partners' Assembly, subject to any mandatory requirements of the Commission Contract.

8.5. Involvement of third parties

If a Party enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in GN3+, then that Party shall remain solely responsible for carrying out its relevant part of GN3+ and for such third party's compliance with the provisions of this Agreement and of the Commission Contract. Each Party acknowledges that if it becomes liable to costs or expenses arising from the contract in question then those costs or expenses must be borne by the Party in question.

8.6. Open calls

8.6.1. Where any part of the Project is to be performed by a third party or parties under one or more contracts to be awarded following an Open Call, the Parties may instead resolve, by a decision of the Partners' Assembly, and subject to the approval of the Commission, that the relevant activities should be performed by one or more new Parties to the Commission Contract and to this Agreement, to be added in accordance with the procedure in Article 13.1.2, subject to any specific amendments as may be agreed with that new Party. Such new Party shall appoint a Representative who will be a member of the Partners' Assembly and will have the other rights and responsibilities of a Representative, but unless otherwise agreed by a decision of the Partners' Assembly such Party will be a Non-Voting Partner and accordingly its Representative shall not have the right to vote at meetings of the Partners' Assembly.

8.6.2. A Non-Voting Partner will only be liable to perform that part or parts of the Project that were the subject of the Open Call to which it responded. The other Parties agree jointly and severally to indemnify and keep indemnified each Non-Voting Partner against any liability the Non-Voting Partner may have in relation to any other part of the Project by virtue of any joint and several liability of that Non-Voting Partner resulting from its adherence to the Commission Contract and this Agreement.

9. Financial provisions

9.1. Except for the Coordinator, and, where approved by the Partners' Assembly and in accordance with the cost-sharing mechanism then in force, each Party is responsible for its own costs in connection with this Agreement, and the carrying out of GN3+. The costs and expenses of the Coordinator will be recouped through the mechanism decided upon by the Partners' Assembly from time to time.

9.2. The Commission Contract provides for the Commission Contribution to be paid solely to the Coordinator. Subject to Article 9.3 below and subject to any variation of this Article by Special Resolution, the Coordinator will ensure that, within fifteen calendar days following receipt by it of:

9.2.1. notification from the Coordinator's bank or the Commission that any Commission Contribution has been forwarded to the Coordinator's bank account specified to the Commission for the purpose of receiving such payment; and

9.2.2. advice from the Commission as to the amounts included in such Commission Contribution for each of the Parties;

whichever of 9.2.1 or 9.2.2 above is received later, unless otherwise agreed with the relevant Party, a sum is transferred in Euros to each of the other Parties to the relevant Euro bank accounts specified in the Commission Contract (or otherwise notified timely in writing to the Coordinator) equal to the amount included by the Commission in such payment for transfer.

- 9.3. In circumstances not created by any default of the Coordinator, where it is not reasonably possible for the Coordinator to ensure transfer of payment within fifteen calendar days, because of problems in correctly identifying the sum to be transferred to a Party, the Coordinator undertakes to transfer appropriate sums with a minimum of delay.
- 9.4. The Coordinator will use reasonable endeavours to notify the other Parties promptly of the date and amount transferred to their bank accounts in any case where a Party has requested such notification.
- 9.5. If any sum is due and payable to the Coordinator by any Party in respect of any matter or thing whatsoever relating to GN3+ ("a Debt"), when the Coordinator receives Commission Contribution on behalf of that Party, the Coordinator will be entitled to set off all or part of that Commission Contribution against all or part of the Debt, as the case may be. If the amount of the Debt is less than the Commission Contribution in question, the Coordinator will remit the balance to the Party in question in accordance with Article 9.2. This provision 9.5 is without prejudice to the rights of the Coordinator under any contract with any other Party and the Coordinator shall not be deemed to waive or forego any right or remedy under any such contract.
- 9.6. Notwithstanding the provisions of Article 9.2, the allocation of any advance payment received by the Coordinator under the Commission Contract shall be determined by the Executive Board.
- 9.7. The Parties shall establish a costs-sharing working group ("CSWG") as a committee of the Partners' Assembly comprising the two programme managers, the CFO of the Coordinator, the Product Group Manager of the Coordinator and such number of Representatives as the Partners' Assembly may decide, to be appointed by decision of the Partners' Assembly. The CSWG shall, as required by the Parties, make recommendations to the Partners' Assembly concerning cost-sharing and the Partners Assembly shall decide whether or not to adopt such recommendations. The Parties shall ensure that CSWG is provided with the guidance and resources required by it to properly fulfil its duties.

10. Intellectual Property

- 10.1. The Parties through the Partners' Assembly shall determine the intellectual property right policies, licences and rules regarding GN3+ consistent with the Commission Contract and the Guide to Intellectual Property Rules for FP7 Projects issued by the Commission. Such policies, licences and rules shall be decided by a Special Resolution (subject to Article 10.2).
- 10.2. The Parties acknowledge that while intellectual property right policies, licences and rules may be decided and adopted by Special Resolution, nothing in such policies, licences and rules will themselves be effective to transfer ownership of any intellectual property rights belonging to any Party or jointly by any Parties. Any such transfer of ownership will require the agreement of each owner.
- 10.3. The Parties hereby adopt for the purposes of GN3+ the GEANT IPR Policy [GN3-10-325v1.2] which was adopted by the parties to GN3 on 14 March 2012, and references in that policy to GEANT Activities and GEANT Deliverables shall apply to the activities and deliverables of GN3+, subject to any changes agreed pursuant to Article 10.1.
- 10.4. In the event of any conflict between the terms of the policies, licences and rules relating to the intellectual property rights in respect of GN3+ passed by Special Resolution in accordance with Article 10.1, and any policies, licences or rules applying to GN3, the rules, licences and policies determined by Special Resolution in accordance with Article 10.1 shall prevail.

10.5. The Background of the Parties will specifically include the information and intellectual property rights owned and held by the Parties, whether solely or jointly between one or more of them, which comprised background or foreground for the purposes of GN3.

11. Non-disclosure of information

11.1. 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 GN3+ 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".

11.2. The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Commission Contract, for a period of 5 years after the end of GN3+:

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

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

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

11.2.4. 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.

11.3. 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 bound by such obligations, as far as legally possible, during and after the end of GN3+ and/or after the termination of employment.

11.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

11.4.1. the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

11.4.2. the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

11.4.3. 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;

11.4.4. the disclosure or communication of the Confidential Information is foreseen by provisions of the Commission Contract;

11.4.5. the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or

11.4.6. the Confidential Information was already known to the Recipient prior to disclosure.

- 11.5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of GN3+ as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 11.6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 11.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- 11.7.1. notify the Disclosing Party, and
- 11.7.2. comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 11.8. The confidentiality obligations under this Agreement and the Commission Contract shall not prevent the communication of Confidential Information to the Commission.

12. **Liability between Parties**

12.1. No warranties

Subject to Article 8.1.3, any information or materials supplied by one Party to another under GN3+, is given "as is" and no warranty or representation of any kind is made, given or implied.

12.2. Limitations of liability

Nothing in this Agreement excludes or limits any Party's liability in respect of:

- 12.2.1. any death or personal injury resulting from that Party's negligence or for any fraudulent acts or omissions or fraudulent misrepresentation by that Party or its agents, officers, directors or employees; or
- 12.2.2. any breach of the confidentiality obligations contained in Article 11; or
- 12.2.3. any breach arising from the deliberate or reckless acts or omissions of the senior management of a Party; or
- 12.2.4. any liability which cannot be otherwise excluded or limited by law.

12.3. The express undertakings and warranties given by each Party in this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations on the part of that Party, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law .

12.4. Subject to Article 12.2, no Party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- 12.4.1. loss of profits; or
- 12.4.2. loss of business; or
- 12.4.3. depletion of goodwill or similar losses; or
- 12.4.4. loss of anticipated savings; or

12.4.5. loss of goods; or

12.4.6. loss of contract; or

12.4.7. loss of use; or

12.4.8. loss or corruption of data or information; or

12.4.9. any special, indirect or consequential loss, costs, damages, charges or expenses.

12.5. Subject to Article 12.2 and without prejudice to Article 12.4, the aggregate liability of each Party under or in respect of the subject matter of this Agreement (whether arising in contract, negligence, tort or otherwise) shall not exceed an amount equivalent to that Party's share of the total costs of GN3+ as identified in Annex 1 of the Commission Contract.

12.6. Damage caused to third parties

Subject to Article 12.7, each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of that Party's obligations by it or on its behalf under this Agreement or from its use of its intellectual property rights.

12.7. Liability in connection with the Commission Contract

If the Commission, in accordance with the provisions of the Commission Contract claims any reimbursement, indemnity or payment of damages from one or more Parties:

12.7.1. each Party whose default has caused or contributed to the claim being made shall indemnify each of the other Parties against Losses caused or contributed to by such Party's default; and

12.7.2. in the event that it is not possible to attribute default to any Party under Article 12.7.1 above, the amount claimed by the Commission shall be apportioned by Executive Board between all the Parties pro rata to the number of votes allocated to each Party.

12.8. Force Majeure

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure (as defined in the Commission Contract). Each Party will notify the Executive Board of any Force Majeure as soon as possible. If the consequences of Force Majeure for GN3+ are not overcome within 6 weeks after such notification, the transfer of tasks, if any, shall be decided by the Executive Board.

12.9. Acts/omissions without authority

Without prejudice to Article 12.7, if any Party takes an action, or omits to take an action, which either has not been expressly authorised under this Agreement or otherwise is not within the legitimate purpose of the Consortium to deliver the requirements of the Commission Contract, then, upon decision by the Partners' Assembly, such entity shall indemnify the remaining Parties in respect of any Losses arising as a result of the relevant act or omission.

12.10. Indemnity qualifications

Any Party claiming the benefit of any indemnity under this Agreement must promptly notify the indemnifying Party of any claim, not accept any compromise or settlement of such claim or take any material steps in relation to such claim without the prior consent of the other Party (not to be unreasonably withheld or delayed), allow the indemnifying Party exclusive conduct of the defence or settlement of any claim involving third parties, shall co-operate fully with the other Party in the handling of any such claim and shall take all reasonable steps to mitigate its loss.

13. Term and Termination

13.1. Commencement

13.1.1. This Agreement shall come into force on the Effective Date.

13.1.2. Following the Effective Date, subject to approval by the Partners' Assembly, an entity which is not currently a Party may become a Party to this Agreement upon signature of a Deed of Adherence in the form set out in Schedule 2 by such entity. Such accession shall come into force on the date identified in the accession document.

13.2. Duration

13.2.1. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Agreement and the Commission Contract, subject to earlier termination in accordance with the provisions of this Agreement or in accordance with the law governing the Agreement.

13.2.2. If the Commission terminates the Commission Contract or any Party's participation in the Commission Contract, this Agreement shall automatically terminate in respect of the affected Party, subject to Article 13.6.

13.3. No Party shall be entitled to withdraw from or to terminate this Agreement with respect to itself and/or its participation in GN3+ unless:

13.3.1. that Party has either given twelve months' advance notice of termination to the other Parties, through the Executive Board, or has obtained the prior written consent (which, for the avoidance of doubt shall include facsimile transmission but not electronic mail) of Parties holding in aggregate at least two-thirds of the total voting rights of all the Parties, and, in either case, has also obtained (if the Commission Contract remains in force and, where applicable) the consent of the Commission under the Commission Contract to the withdrawal from or termination of the Commission Contract with respect to such Party; or

13.3.2. that Party's participation in the Commission Contract is terminated by the Commission in accordance with the provisions of the Commission Contract.

13.4. A Party shall not by withdrawal or termination be relieved from:

13.4.1. any of its obligations under this Agreement which are intended to survive such event;

13.4.2. its responsibilities under this Agreement or the Commission Contract in respect of that part of the Party's work on GN3+ which has been carried out (or which should have been carried out up to the date of withdrawal or termination); or

13.4.3. any of its obligations or liabilities arising out of such withdrawal or termination;

and this Agreement shall not be terminated as a whole unless, where applicable, the Commission Contract is terminated as a whole by the Commission or by the Parties in accordance with the Commission Contract or all the Parties agree that this Agreement should terminate, and such termination shall be without prejudice to any obligations or liabilities of all or any of the Parties under the Commission Contract or this Agreement which are intended to survive such event.

13.5. Insolvency

13.5.1. If any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the Parties may agree that one or more of the other Parties shall (subject to approval by the Commission, where applicable) take over the fulfilment of such Party's obligations, and receive subsequent payments under the Commission Contract in that respect.

13.5.2. In such event all rights and obligations under the Commission Contract and this Agreement shall be redistributed in good faith among the remaining Parties.

13.6. Default

13.6.1. A Defaulting Party must leave the Consortium following a decision of the Partners' Assembly pursuant to Article 8.4.2. Such departure shall take effect on the date specified in the written notice provided by Executive Board to the Defaulting Party on behalf of the Partners' Assembly.

13.7. Survival of rights and obligations

13.7.1. In the event of termination (for whatever reason) or expiry of this Agreement, whether wholly or in respect of any Party's participation in the Consortium, the Parties shall implement any exit provisions (such as the preparation of an asset statement detailing ownership and usage rights in respect of any assets acquired in the course of GN3+) that the Parties may from time to time decide by Special Resolution.

13.7.2. The following Articles shall survive the expiration or termination of this Agreement: [1, 10, 11, 12, 13.4, 13.7, 14.3, 14.10 and 14.11].

13.7.3. Termination or expiry shall not affect any rights or obligations of either any Party leaving the Consortium or the Parties generally (as the case may be) incurred prior to the date of termination or expiry, unless otherwise agreed between Executive Board and the leaving Party or Parties.

14. Miscellaneous

14.1. Severability

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this 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.

14.2. 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 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.

14.3. Notices and other communication

Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Executive Board based on the initial list of Representatives and other contact persons in Schedule 1.

14.3.1. Formal notices:

If it is required in this 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.

14.3.2. Other communication:

14.3.2.1. Unless otherwise expressly provided in this Agreement communication between the Parties may also be effected by other means such as e-mail which fulfils the conditions of written form.

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

14.4. Assignment and amendments

14.4.1. Subject to Article 14.4.2, no rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the Partners Assembly's prior formal approval.

14.4.2. The provisions of Article 14.4.1 shall not apply when such assignment or transfer is in favour of an Affiliated Entity making the assignment or transfer. Notwithstanding any such consent, or assignment or transfer in favour of any Affiliated Entity, such Party shall remain responsible for all its obligations and liabilities under this Agreement and under the Commission Contract unless:

14.4.2.1. the whole of its rights and obligations under this Agreement and under the Commission Contract are assigned or transferred to the same entity; and

14.4.2.2. the prior written consent of the Commission, where applicable, to such assignment or transfer is obtained; and

14.4.2.3. the entity in receipt of the assignment undertakes with the Commission, where applicable, and all the Parties to be bound by the terms of this Agreement and, where applicable, the Commission Contract

14.4.3. Any changes to the terms and conditions of this Agreement shall require the written approval of all of the Parties.

14.5. Mandatory national law

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

14.6. Language

English shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

14.7. Third Parties

No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement.

14.8. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this Article does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

14.9. Formalities

Each Party will take any action and execute any document reasonably requested by any other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses of doing so

14.10. Applicable law

This Agreement shall be governed by the laws of England and Wales.

14.11. Settlement of disputes

14.11.1. The Parties shall use their best endeavours to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or a breach thereof (a "Dispute") in accordance with this Article 14.11.

14.11.2. If a Dispute (other than a Dispute as to whether a Party is a Defaulting Party (which will be dealt with under Article 4.4)), cannot be resolved by the GN3+ Management Team within 14 calendar days, then it will escalate in accordance with the following table:

Forum	Timeframe
The Executive Board	14 calendar days
Partners' Assembly	14 calendar days

14.11.3. Nothing in this Article 14 shall limit any Party's right to obtain urgent injunctive or other relief in relation to a Dispute, or otherwise limit or prejudice the right of either Party to commence legal proceedings in relation to a Dispute.

14.11.4. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably in accordance with Articles 14.11.1 and 14.11.2, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

14.11.5. The place of arbitration shall be London if not otherwise agreed by all the conflicting Parties.

14.11.6. The award of the arbitration will be final and binding upon the Parties and will not be subject to appeal under any national law.

SIGNED by the authorised signatories of each of the Parties

SCHEDULE ONE

PART 1 – LIST OF PARTIES

See list of signatories in main body

PART II – VOTES

The number of votes which each Voting Party shall be entitled to exercise at Partners' Assembly meetings shall be determined by reference to the percentage of world GDP expressed in Purchasing Power Parity ("PPP") as determined and published by The Organization for Economic Co-operation and Development to be applicable to the country in which the Voting Party concerned is established and if a Voting Party represents a national research and education network of more than one country, the applicable PPP will be the aggregate PPP for each country which it represents. The PPP percentages will be divided into bands as shown in the left side column of the Table below, and Voting Parties falling within each band will have the weighted voting entitlement set in the right side column of that Table. The PPP percentage applicable to each country will be reviewed in September every four years (the first review to take place in September 2014) by reference to the figures published by The Organization for Economic Co-operation and Development at the time of such review. The voting entitlements shall be adjusted by reference to the PPP percentages applicable at the time of the review and the Voting Weights column of the said Table. The new voting entitlements shall apply from the end of each four years cycle (the first review to take effect on 1 January 2015). The PPP percentages applicable to each Voting Party for the purpose of determining the adjusted voting entitlements at each review in the four years cycle shall be subject to the Partners' Assembly approval by Special Resolution..

The voting entitlement of each of the Voting Parties at the Effective Date is as stated in the Table below:

Voting weights		Voting
min PPP	max PPP	weight
0	0.049	1
0.05	0.099	2
0.1	0.199	3
0.2	0.399	4
0.4	0.599	5
0.6	0.799	6
0.8		7

No	Short name	Country	PPP	Weighted vote	% of total votes available
1	DANTE	n/a	0.00	0	0.00%
2	TERENA	n/a	0.00	0	0.00%
3	ACOnet	Austria	0.48	5	3.27%
4	UoB / AMRES	Serbia	0.11	3	1.96%
5	ARNES	Slovenia	0.09	2	1.31%
6	ASNET-AM	Armenia	0.02	1	0.65%
7	AzRENA	Azerbaijan	0.12	3	1.96%
8	BASNET	Belarus	0.17	3	1.96%
9	Belnet	Belgium	0.58	5	3.27%
10	BREN	Bulgaria	0.13	3	1.96%
11	CARNet	Croatia	0.11	3	1.96%
12	CESNET	Czech Republic	0.38	4	2.61%
13	CyNet	Cyprus	0.03	1	0.65%
14	DFN	Germany	4.29	7	4.58%
15	e-ARENA	Russian Federation	2.97	7	4.58%
16	EENet	Estonia	0.04	1	0.65%
17	FCCN	Portugal	0.35	4	2.61%
18	GARR	Italy	2.73	7	4.58%
19	GRENA	Georgia	0.03	1	0.65%
20	GRNET	Greece	0.50	5	3.27%
21	HEAnet	Ireland	0.29	4	2.61%
22	IUCC	Israel	0.29	4	2.61%
23	Janet	UK	3.31	7	4.58%
24	LITNET	Lithuania	0.09	2	1.31%
25	MARnet	Macedonia	0.03	1	0.65%
26	MREN	Montenegro	0.01	1	0.65%
27	NIIFI	Hungarnet	0.29	4	2.61%
28	NORDUnet	Nordic countries	1.50	7	4.58%
29	PSNC	Poland	0.95	7	4.58%
30	RedIRIS	Spain	2.06	7	4.58%
31	RENAM	Moldova	0.01	1	0.65%
32	RENATER	France	3.16	7	4.58%
33	RESTENA	Luxembourg	0.06	2	1.31%
34	RoEduNet	Romania	0.38	4	2.61%
35	SANET	Slovakia	0.17	3	1.96%
36	SigmaNet	Latvia	0.06	2	1.31%
37	SURFnet	Netherlands	0.99	7	4.58%
38	SWITCH	Switzerland	0.46	5	3.27%
39	ULAKBIM	Turkey	1.35	7	4.58%
40	UoM	Malta	0.01	1	0.65%
41	URAN	Ukraine	0.42	5	3.27%
			29.02	153	100.00%

PART III

ASSOCIATE MEMBERS

Participant Number	Participant Organisation Name	Participant Short Name	Established in [Country]

**SCHEDULE TWO
DEED OF ADHERENCE**

Date

By this Deed, we [], having our registered office / principal place of business at [],
[having on [] become a party to the Commission Contract No [] ("the Commission Contract")
and] intending to become a party under a Consortium Agreement ("the Agreement") dated []
made between all of the parties to the Commission Contract except for the Commission of the
European Communities ("the Parties"), agree with each of the Parties to comply with and be bound by
all of the provisions of the Agreement, a copy of which has been delivered to us, and which we have
initialled and attached to this Deed for identification, in all respects as if we were a Party to the
Agreement and were named in it as a Party

And we give notice to each of the Parties that our address and fax number is as follows:

Address:

Fax No:

Attention:

Signed and delivered as
a Deed for and on behalf of
[] by

.....
Director

.....
Director / Secretary

SCHEDULE THREE

GN3 decisions and policies to be adopted for GN3+

1. Revised GEANT IPR Policy [GN3-10-325v1.2] adopted on 14 March 2012
<..\GN3-2010-300-367\GN3-10-325 GEANT IPR Policy v1.2 - 30SEP11.pdf>
2. EduGAIN Governance Framework, comprising eduGAIN Constitution [GN3-10-326] and eduGAIN Policy Declaration [GN3-10-327], adopted on 21 March 2011
<..\GN3-2010-300-367\GN3-10-326 eduGAIN constitution Final.doc>
..\GN3-2010-300-367\GN3-10-327 eduGAIN_policy_declaration_Final.docx
3. Resolution on intercontinental lambda pricing adopted on 22 September 2011 [GN3-11-298v4]
<..\GN3-2011-200-299\GN3-11-298v4 Cost Sharing Special Resolutions.docx>
4. Eurodam Policy Service Definition Version 2.5 [GN3-12-192] and European eurodam Confederation Policy Declaration Version 2.0 [GN3-12-194]
..\GN3-2012-100-199\GN3-12-192 eurodam-policy-service-definition_ver2 5 260612.pdf
..\GN3-2012-100-199\GN3-12-194 eurodam-policy-for-signing_ver2 4 18052012.pdf
5. Financial and administrative controls for GN3 [GN3-09-072 version 4]
<..\GN3-2012-200-299\GN3-12-210 Special Resolution Changes to Financial Authority Limits 3 July 12v1.0.pdf>
6. Resolution on Financial Authority Limits adopted on 4 July 2012 [GN3-12-210]
<\\Chfile01\geant\GN3\GN3-2012-200-299\GN3-12-210 Special Resolution Changes to Financial Authority Limits 3 July 12v1.0.pdf>
7. GN3 Manpower Guidelines GN3-09-12.v2.3
<..\GN3-2009-100-199\GN3-09-123 GN3 Manpower Guidelines v2.3.docx>
8. Resolution for revised pricing on 10G Lambda circuits (GN3-12-325) approved on 26 September 2012.
<..\GN3-2012-300-399\GN3-12-325 Cost Sharing Special Resolutions v4.pdf>
9. Resolution on new Cost sharing table GN3-12-408
<..\GN3-2012-400-499\GN3-12-408 Cost Sharing Special Resolution NRENPC Prague 26-11-12.docx>

SCHEDULE FOUR

Associate Member Agreement

THIS AGREEMENT is made on 20

BETWEEN:

- (1) **DELIVERY OF ADVANCED NETWORK TECHNOLOGY TO EUROPE LIMITED (“DANTE”)**, as agent for the members of the GN3+ Consortium who are all parties to the Consortium Agreement for GN3+ dated [] (“**the Consortium Members**”); and
- (2) [**NAME OF ASSOCIATE MEMBER**] whose [registered office]/[principal place of business] is at [] (“**the Associate Member**”).

WHEREAS

- (A) The Associate Member has been appointed an Associate Member of the GN3+ Consortium [pursuant to the terms of the Consortium Agreement between the Consortium Members dated] [by a Special Resolution of the Partners Assembly dated].
- (B) The Associate Member and the Consortium Members wish to regulate certain rights and obligations between them on the terms of this Agreement. The Consortium Members have authorised DANTE to enter into this Agreement on their behalf. Except where the context otherwise requires the defined terms in this Agreement shall have the meanings given in the Consortium Agreement (as defined below).

IT IS AGREED as follows:

1. The Associate Member will become an Associate Member as defined in the Consortium Agreement dated [] (“**Consortium Agreement**”) with effect from the date of this Agreement.
2. The Associate Member agrees to abide by the provisions of Article 4.2.1 of the Consortium Agreement as they apply to Associate Members and the Consortium Members agree to confer on the Associate Member the rights relating to Associate Members set out in that Article and in Article 4.3.2.3 of the Consortium Agreement.
3. The provisions of Article 11 of the Consortium Agreement shall apply as between the parties to this Agreement to information disclosed by any Consortium Member to the Associate Member and by the Associate Member to any Consortium Member as if references in that Article to the Disclosing Party and the Recipient were references to the Associate Member on the one hand and the Consortium Members on the other hand, and vice versa.
4. This Agreement will terminate on the earlier of:
 - 4.1 the Associate Member’s resigning as an Associate Member or otherwise ceasing to be an Associate Member in accordance with the provisions of Article 4.2.1 of the Consortium Agreement; and

4.2 termination of the Consortium Agreement.

4.3

The provisions of Article 3 of this Agreement will survive termination of this Agreement.

5. Miscellaneous

5.1. Notices and other communication

Any notice to be given under this Agreement shall be in writing to the following addresses:

Consortium Members: *[add contact name and address and fax number of DANTE]*

Associate Member: *[add contact name and address and fax number for notices]*

5.2. Applicable law

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

SIGNED by the authorised signatories of each of the Parties

SIGNED by)
for and on behalf of)
Delivery of Advanced Network)
Technology to Europe Ltd)
in the presence of:)

SIGNED by)
for and on behalf of)
[NAME OF ASSOCIATE MEMBER])
in the presence of:)

Signatories

SIGNED by)
for and on behalf of)
Delivery of Advanced Network)
Technology to Europe Ltd)
in the presence of:)

SIGNED by)
for and on behalf of)
Trans-European Research)
and Education Networking)
Association)
in the presence of:)

SIGNED by)
for and on behalf of)
Universitaet Wien)
in the presence of:)

SIGNED by)
for and on behalf of)
Univerzitet u Beogradu)
in the presence of:)

SIGNED by)
for and on behalf of)
Akademaska in Raziskovalna)
Mreza Slovenije)
in the presence of:)

SIGNED by)
for and on behalf of)
Institute for the Informatics and)
Automation Problems of the National)
Academy of Sciences of the Republic)
of Armenia)
in the presence of:)

SIGNED by)
for and on behalf of)
Azerbaijan Research and Educational)
Networks Association)
In the presence of:)

SIGNED by)
for and on behalf of)
United Institute of Informatics)
Problems of National Academy of)
Sciences of Belarus)
in the presence of:)

SIGNED by)
for and on behalf of)
The Belgian Telematics)
Research Network)
in the presence of:)

SIGNED by)
for and on behalf of)
Bulgarian)
Research and Education Network)
in the presence of:)

SIGNED by)
for and on behalf of)
Hrvatska akademska)
I istrazivacka mreza)
in the presence of:)

SIGNED by)
for and on behalf of)
CESNET, zajmove sdruzeni)
pravnickyh osob)
in the presence of:)

SIGNED by)
for and on behalf of)
ΚΥΠΡΙΑΚΟ ΕΡΕΥΝΗΤΙΚΟ ΚΑΙ)
ΑΚΑΔΗΜΑΪΚΟ ΔΙΚΤΥΟ (ΚΥΠΡΙΑΚΟ)
ΕΡΕΥΝΗΤΙΚΟ ΚΑΙ ΑΚΑΔΙΜΑΙΚΟ ΔΙΚΤΥΟ))
in the presence of:)

SIGNED by)
for and on behalf of)
Verein zur Förderung eines)
Deutschen Forschungsnetzes eV)
in the presence of:)

SIGNED by)
for and on behalf of)
National Association of Research and)
Educational E-Infrastructures)
in the presence of:)

SIGNED by)
for and on behalf of)
Estonian Educational and)
Research Network)
in the presence of:)

SIGNED by)
for and on behalf of)
Fundação para a Computação)
Científica Nacional)
in the presence of:

SIGNED by)
for and on behalf of)
Consortium)
GARR)
in the presence of:

SIGNED by)
for and on behalf of)
Georgian Research and Educational)
Networking Association)
in the presence of:

SIGNED by)
for and on behalf of)
Greek Research and Technology)
Network S.A.)
in the presence of:

SIGNED by)
for and on behalf of)
HEAnet Limited)
in the presence of:

SIGNED by)
for and on behalf of)
Inter University Computer Center)
in the presence of:

SIGNED by)
for and on behalf of)
The JNT Association)
in the presence of:

SIGNED by)
for and on behalf of)
Kauno Technologijos Universitetas)
;)
Computer Literacy Centre at the)
Department of Informatics)
in the presence of:

SIGNED by)
for and on behalf of)
Macedonian Academic and)
Research Network)
in the presence of:

SIGNED by)
for and on behalf of)
Javna Ustanova Univerzitet Crne)
Gore Padogorica)
in the presence of:)

SIGNED by)
for and on behalf of)
Nemzeti Informacios Infrastruktura)
Fetlesztesi Iroda)
in the presence of:)

SIGNED by)
for and on behalf of)
NORDUnet A/S)
in the presence of:)

SIGNED by)
for and on behalf of)
Instytut Chemii Bioorganicznej Pan)
in the presence of:)

SIGNED by)
for and on behalf of)
Entidad publica)
empresarial RED.ES)
in the presence of:)

SIGNED by)
for and on behalf of)
Research and Educational Networking)
Association of Moldova)
in the presence of:)

SIGNED by)
for and on behalf of)
Groupement d'intérêt public -)
Réseau national pour la)
Technologie l'Enseignement)
et la Recherche)
in the presence of:)

SIGNED by)
for and on behalf of)
Réseau Téléinformatique de l'Education)
Nationale et de la Recherche)
in the presence of:)

SIGNED by)
for and on behalf of)
Agentia de Administrare a Retelei)
Natinale de Informatica Pentru Educatie)
si Cercetare)

SIGNED by)
for and on behalf of)
Zdruzenie Pouzivatelov)
Slovenskej akademickej)
Da Tovej Siete-SANET)

SIGNED by)
for and on behalf of)
Latvijas Universitates Matematikas un)
Informatikas Instituts)
in the presence of:)

SIGNED by)
for and on behalf of)
SURFnet bv)
in the presence of:)

SIGNED by)
for and on behalf of)
SWITCH)
in the presence of:)

SIGNED by)
for and on behalf of)
Turkiye Bilimsel Ve Teknolojik)
Arastirma Kurumu)
in the presence of:)

SIGNED by)
for and on behalf of)
L-Universita ta' Malta)
in the presence of:)

SIGNED by)
for and on behalf of)
Association of Users of Ukrainian)
Research and Academic Network URAN)
in the presence of:)