

**CONSOLIDATION OF EUROPEAN NUCLEAR EDUCATION,  
TRAINING AND KNOWLEDGE MANAGEMENT**

**ENEN-II**

**CONSORTIUM AGREEMENT**

**EC Contract Number FP6 - 036414**

## ENEN-II Consortium Agreement

### Preamble

WHEREAS, in consideration of

Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the sixth framework programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), (OJEC L 232/1)

and of

Regulation (EC) No 2321/2002 (OJEC L355) of the European Parliament and of the Council concerning the Rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the European Community sixth framework programme 2002-2006,

the following parties, having considerable experience in the field of the Project,

**1. RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES NUCLEAIRES**, referred to as the **ENEN ASSOCIATION**, established in CEA SACLAY - Institut National des Sciences et Techniques Nucleaires – Bâtiment 395, Gif-sur-Yvette, F-91191, France,  
duly represented by Joseph SAFIEH, President, and/or Phillip BEELEY, Vice - President, or their authorised representative acting as the “*Coordinator*” of the *consortium*,

hereinafter referred to as the “**Coordinator**”,

**2. M U VENTURES LIMITED**, established in North London Business Park Oakleigh Road South, London, N11 1QS, United Kingdom,  
duly represented by MARION LOCKE, Commercial Manager, and/or STEPHEN EVANS, Companies Accountant, or her/his/their authorised representative,

**3. UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN**, established in Belfield, Dublin, 4, Ireland,  
duly represented by DONAL DOOLAN, Head, Financial Management, and/or JOHN KENNY, Operations Accountant, or her/his/their authorised representative,

**4. UNIVERSITET FOR MILJO OG BIOVITENSKAP**, established in Hogskolev. 12, Aas, 1432, Norway,  
duly represented by TOVE FJELD, Head of Department, and/or JON LANDVIK, Deputy Chairman, or her/his/their authorised representative,

**5. WESTLAKES RESEARCH LTD**, established in Westlakes Science and Technology Park, Moor Row, CA243JY, United Kingdom,  
duly represented by STEVE BRADLEY, Chief Executive Officer, and/or GEORGE COULTHARD, Company Secretary, or her/his/their authorised representative,

**6. INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE**, established in Avenue du Général de Gaulle 73-83, Clamart, 92140, France, duly represented by JACQUES REPUSSARD, Director-General, or her/his/their authorised representative,

**7. LUNDS UNIVERSITET**, established in Paradisgatan 5c, Lund, 22100, Sweden, duly represented by FORSLID TORUN, Head of Faculty Office, and/or ANNA VON BARTH, International Relations Manager, or her/his/their authorised representative,

**8. ESV EURIDICE GIE - EUROPEAN UNDERGROUND RESEARCH INFRASTRUCTURE FOR THE DISPOSAL OF WASTE IN A CLAY ENVIRONMENT**, established in Boeretang 200, Mol, 2400, Belgium, duly represented by JEAN-PAUL MINON, Chairman of the Board, or his authorised representative,

**9. CONSORZIO INTERUNIVERSITARIO PER LA RICERCA TECNOLOGICA NUCLEARE**, established in via Flavia 104, Roma, 56126, Italy, duly represented by GIUSEPPE FORASASSI, President, or his authorised representative,

**10. INSTITUT NATIONAL POLYTECHNIQUE DE LORRAINE**, established in Avenue de la Foret de Haye 2, Vandoeuvre-Les-Nancy, 54501, France, duly represented by LOUIS SCHUFFENECKER, President, or his authorised representative,

**11. AGENCE NATIONALE POUR LA GESTION DES DECHETS RADIOACTIFS**, established in 1-7 rue Jean Monnet - Parc de la Croix Blanche, Chatenay Malabry, 92298, France, duly represented by MARIE-CLAUDE DUPUIS, Chief executive director, or her authorised representative

**12. TECHNISCHE UNIVERSITAET CLAUSTHAL**, established in Adolph-Roemer-Strasse 2A, Clausthal-Zellerfeld, 38678, Germany, duly represented by HANS-PETER BECK, Vice-President, and/or DIETER HOLSTE, Dezernent fuer Finanzen, or her/his/their authorised representative,

**13. ECOLE POLYTECHNIQUE**, established in Route de Saclay, Palaiseau, 91128, France, duly represented by MAURICE ROBIN, Directeur Général Adjoint Recherche, or his authorised representative,

**14. SPRAVA ULOZIST RADIOAKTIVNICH ODPADU**, established in Dlazdena 6, Prague 1, 11000, Czech Republic, duly represented by VITEZSLAV DUDA, Director, and/or KAREL KUNC, Geotechnical Projects Manager, or her/his/their authorised representative,

**15. UNIVERSIDADE DA CORUNA**, established in rua de Maestranza s/n, La Coruna, 15001, Spain, duly represented by CONCEPCION HERRERO LOPEZ, Vice-President of Research, or her authorised representative,

**16. POSIVA OY**, established in Olkiluoto, 27160, Finland,

duly represented by EERO PATRAKKA, President, and/or MARKKU KETTUNEN, Vice-President Administration, or her/his/their authorised representative,

**17. GNS GESELLSCHAFT FUR NUKLEAR.SERVICE mbH**, established in Hollestrasse 7 A, Essen, 45127, Germany,

duly represented by HANNS NÄSER, Head Legal Department, and/or KLAUS-JÜRGEN BRAMMER, or her/his/their authorised representative,

**18. DBE TECHNOLOGY GMBH**, established in Eschenstrasse 55, Peine, 31201, Germany, duly represented by HARTMUT MEYER, Managing Director, and/or JÜRGEN KRONE, General Manager, or her/his/their authorised representative,

**19. COMMISSARIAT à l'ENERGIE ATOMIQUE, INSTITUT NATIONAL des SCIENCES et TECHNIQUES NUCLEAIRES**, established at CEA-Centre de Saclay, Bâtiment 399, F-91191 Gif-sur-Yvette, France, duly represented by Mr. LAURENT TURPIN, Directeur, or his authorised representative,

**20. HELSINKI UNIVERSITY OF TECHNOLOGY**, established at TKK, Otakaari 1, P.O. BOX 1000, FIN-02015, Espoo, Finland, duly represented by Mr. MATTI PURSULA, Rector, or his authorised representative,

**21. UNIVERSITY "POLITEHNICA" BUCHAREST**, Faculty of Power Engineering/Power Plant Department/Nuclear Energy, established at UPB, SPL, Independentei 313, Sector 6, R077206, Bucharest, Romania, duly represented by Mrs. ECATERINA ANDRONESCU, Rector, or her authorised representative,

**22. UNIVERSIDAD POLITECNICA DE MADRID**, established at UPM, Avenida Ramiro de Maeztu, 7, Madrid, 28040, Spain, represented by Mr. GONZALO LEÓN, Vice Rector for Research, or his authorised representative,

**23. JOŽEF STEFAN INSTITUTE**, established at JSI, Jamova 39, P.O.BOX 3000, Ljubljana 1001, Slovenia, represented by Mr. JADRAN LENARČIČ, Director, or his authorised representative,

**24. CZECH TECHNICAL UNIVERSITY IN PRAGUE**, established at CTU Zikova 4, Praha 6, Czech Republic, represented by Prof. VACLAV HAVLICEK, Rector and/or Prof. ZDENEK BITTNER DEAN (CTU-FACULTY OF CIVIL ENGINEERING), or their authorised representative,

**25. STUDIECENTRUM VOOR KERNENERGIE - CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE**, established in Avenue Hermann Debroux 40, Brussels, B-1160, Belgium, represented by FRANK DECONINCK, Chairman of the board of Governors, and/or ERIC VAN WALLE, Director-General, or their authorised representative,

**26. UNIVERZA V LJUBLJANI**, established at UL, Kongresni trg 12, Ljubljana, SI-1000, Slovenia, represented by Mrs. ANDREJA KOCIJANČIČ, Rector, or her authorised representative,

**27. NUCLEAR DEPARTMENT, HMS SULTAN**, established at HMS SULTAN, Military Road, Gosport, PO12 3BY, United Kingdom, represented by Mr. PETER RICHARD CLARKE,

Commercial Director, and/or Prof. PHILIP BEELEY, Director, or their authorised representative,

hereinafter referred to individually as the “**Contractor**” or collectively, including the “**Coordinator**”, as the “**Contractors**”,

have submitted a Project Proposal of Coordination Action “Consolidation of European Nuclear Education, Training and Knowledge Management” with acronym “ENEN-II” to the Commission.

WHEREAS the Coordinator and the Contractors have decided and agreed to execute and perform the Contract to be awarded by the Commission for the Project,

WHEREAS the Coordinator and the Contractors in accordance with the provisions of the Commission contractual rules, Annex II General Conditions - Part A, Article II.3, wish to specify or supplement, between themselves, the provisions of the anticipated Contract, with respect to the carrying out thereof,

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS.**

**PRELIMINARY ARTICLE**

This Consortium Agreement is concluded subject to the condition that the Contract between the European Commission, the Coordinator and the Contractors is signed.

In the event that the Contract with the European Commission is not signed by a Contractor, this Consortium Agreement shall automatically become null and void in its entirety vis-à-vis this Contractor, except the confidentiality clause (Article 9.1) which shall remain in full force for all information disclosed during the proposal and negotiation stages and for the duration indicated in Article 9.1.

**Article 1 Definitions**

**1.1. General Definitions**

For sake of clarity, words used in this Consortium Agreement will have the same meaning as that defined in Article 2 of Regulation (EC) No 2321/2002 (OJEC L355) of the European Parliament and of the Council concerning the rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the European Community sixth framework programme 2002-2006 and the same definition and meaning as that contained in the Contract with the European Commission, including its Annex II General Conditions unless otherwise defined herein.

**1.2. Additional Definitions**

"**Commission**" or "**EC**" means the Commission of the European Communities.

"**ENEN Members**" means the members of the ENEN Association participating to the Project.

**"EC Contract"** means the Contract FP6-036414 "Consolidation of European Nuclear Education, Training and Knowledge Management" between the Coordinator, the Contractors and the Commission with respect to the implementation of this Project.

**"Activities"** means the activities as described in Annex I "Description of Work" of the EC Contract.

**"Project"** means (notwithstanding the definition given in the EC Contract) the coordination action called ENEN-II, with project reference FP6-036414 as set out in the Annex I "Description of Work" to the EC Contract.

**"Project Reports"** means the periodic reports and the final reports, and all documents to be submitted to the Commission, in accordance with the "General Conditions" as described in Provision II 7 of Annex II to the EC Contract.

## **Article 2 Purpose**

The purpose of this Consortium Agreement is to specify the organisation of the work between the Contractors, to organise the management of the Project, to define the respective rights and obligations of the Contractors, including, but not limited to, their liability and indemnification, to set out rights and obligations of the Contractors supplementing but not conflicting with those of the EC Contract.

The Contractors agree to cooperate pursuant to the terms of this Consortium Agreement in order to execute and fulfil the EC Contract with the EC and perform the tasks designated in the Activities in Annex I of the EC contract "Description of Work".

## **Article 3 Scope of the Project**

The scope of the Project is set out in the Activities as described in the Annex I of the EC contract "Description of Work".

## **Article 4 Organisational Structure**

### **4.1. Decision-making and advisory bodies**

#### **4.1.1. The Governing Board**

##### **Composition of the Governing Board:**

The Governing Board is composed of one representative from each Contractor and of each of the ENEN members involved in the project.

##### **The Chairperson of the Governing Board:**

The Chairperson of the Governing Board is a representative of the Coordinator;

The Chairperson sets the agenda for meetings of the Governing Board;

The Chairperson chairs meetings of the Governing Board; and

The Chairperson ensures that the Project Management Committee implements the decisions taken by the Governing Board.

Meetings:

The Chairperson shall convene the Governing Board as often as the interests of the Consortium so require, and at least once a year.

The Chairperson shall also convene meetings of the Governing Board upon request of one fourth (1/4) of the Contractors/ENEN Members.

Quorum requirements:

The Governing Board may validly meet if three fourths (3/4) of its members are present or represented.

In case the quorum is not met, the Governing Board will be convened once again within no more than three (3) weeks from this date, and may validly deliberate even in the absence of quorum. A minimum of twenty-one contractors present or represented is required.

Role:

The Governing Board is the Consortium's decision-making body and shall decide, *inter alia*, on the following matters:

- (a) Modifications of the Consortium's budget and of the financial allocation of the EU's contribution between the various activities on the one hand, and between the various Contractors/ENEN Members on the other;
- (b) Annual validation of the realised expenditure in accordance to the budget;
- (c) Modifications to the "Activities", including, but not limited to, decisions to abandon one task or to reduce the budget allocated to it;
- (d) Inclusion of a new participant on a unanimous basis;
- (e) Exclusion, by unanimous vote minus that of the Contractor concerned, of a Contractor pursuant to the terms set forth in Article 6 : "Exclusion of a Contractor";
- (f) Request to the EC the extension of the Contract duration and the Consortium Agreement; and
- (g) Request to the EC the termination of the Contract, including the suspension of all "Activities" and the closure of the Consortium.

Voting rules:

Each member of the Governing Board shall have one (1) vote.

Subject to the cases set forth above expressly requiring a unanimous vote, decisions by the Governing Board shall be taken upon a majority of three fourths (3/4) of the votes of the Contractors/ENEN Members present or represented.

In case a decision of the Governing Board implies that the contribution of a Contractor to the Work Packages and the funds allocated to it, are to be changed fundamentally, then this Contractor has the right to veto such decision. In such case the Governing Board will meet again to discuss the matter and if no solution is found, this Contractor is entitled to withdraw from the Consortium Agreement and the EC Contract according to Article 6.2.

Any decision of the Governing Board may be taken in accordance with the above (a) in meetings via teleconference or (b) without a vote, if a written consent, setting forth the decision so taken, is signed, even by electronic means, by representatives of the Contractors/ENEN Members having at least the minimum number of votes that would be necessary to take such decision.

#### **4.1.2. Project Management Committee**

##### Composition:

The ENEN-II Project is structured around five main Work Packages involving three groups of consortium partners. The first group is composed of ENEN Members with a main interest in nuclear engineering. The second group is composed of Contractors/ENEN Members with a main interest in radiation protection, analytical radiochemistry and radioecology. The third group is composed of Contractors/ENEN Members with a main interest in radioactive waste management, underground storage and geological disposal of waste.

The three groups shall be represented in the Project Management Committee as follows: two persons, representing the ENEN Association as project coordinator; two persons, representing the Contractors/ENEN Members of the second group; two persons representing the Contractors/ENEN Members of the third group; five persons appointed as the Work Package Leaders for Work Packages 1 to 5.

##### Head of the Project Management Committee:

A representative of the Coordinator is the head of the Project Management Committee.

##### Project Management Committee Meetings:

The Project Management Committee convenes shortly before the mid-term and final plenary Project meetings to prepare those meetings, and once around the 7<sup>th</sup> and the 18<sup>th</sup> month to evaluate the progress made, discuss the results, and review the resource allocation and the financial issues.

The head of the Project Management Committee may convene the Project Management Committee as often as the interests of the Consortium so requires.

The head of the Project Management Committee shall also convene meetings upon request of one third (1/3) of the members of the Project Management Committee.



Quorum requirements:

The Project Management Committee may validly meet if three fourths (3/4) of its members are present or represented. In case quorum is not met, the Project Management Committee will be convened once again within no more than fifteen (15) days from this date, and may validly deliberate even in the absence of the quorum. A minimum of six members present or represented is required.

Role:

The role of the Project Management Committee shall be to:

Concerning the Activities:

- (a) Establish the Project Reports for the Commission; and
- (b) Propose the modification, if any, of Project budget to the Governing Board as well as the allocation of funding between the different Contractors/ENEN Members.

Concerning the entry of new Contractors:

- (a) Implement the competitive selection procedure for new Contractors.

Concerning Project monitoring:

- (a) Make proposals to the Governing Board to suspend all or part of the Project or to terminate all or part of the EC Contract, or to request the Commission to terminate the participation of one or more Contractors; and
- (b) In case of default by a Contractor/ENEN Members, review and prepare proposals for submission to the Governing Board, concerning measures to be taken against the Defaulting Contractor/ENEN Member, including through a request to the Commission for an audit, and assignment of the Defaulting Contractor/ENEN Member's tasks, a staggered payment of the financial part of this Contractor/ENEN Member's contribution, and suggestions as to any new entity to replace the Defaulting Contractor/ENEN Member.

Voting Rules:

Each member of the Project Management Committee has one (1) vote; the votes of the Work Package Leaders shall be given a weighting factor of sixty percent (0.6) of the full vote. The maximum number of votes shall thus be 9; the decisions shall be taken with a simple majority of the votes.

Any decision of the Project Management Committee may be taken in accordance with the above (a) in meetings via teleconference or (b) without a vote, if a written consent, setting forth the decision so taken, is signed, even by electronic means, by the members of the Project Management Committee having at least the minimum number of votes that would be necessary to take such decision.

### **4.1.3. Work package**

The Activities are divided in Work Packages, as described in Annex I “Description of Work” to the EC contract. Each Work Package is managed by a Work Package Leader.

The Work Package Leader shall:

Vis-à-vis the Project Management Committee:

- (a) Present progress reports on the state of advancement of the Work Package;
- (b) Make proposals on programmes to be conducted and on the arrangements for their implementation, on the orientation of the Work Package and of the Activities;
- (c) Make proposals on modification of allocation of work and budget among the Contractors/ENEN Members;
- (d) Make proposals to bring in new Contractors/ENEN Members;
- (e) Draft and validate Project Reports within their Work Package, to be submitted to the Commission; and
- (f) Inform the Project Management Committee of any difficulty arising in connection with the management of the Work Package.

Vis-à-vis the Work Package Contractors/ENEN Members:

- (a) Organise the work and assign responsibilities for tasks and deliverables within the Work Package; and
- (b) Ensure the scientific monitoring and coordination of the Work Package and ensure its implementation.

## **4.2. Operational Bodies**

### **4.2.1. Coordinator**

The position of Coordinator is entrusted to Contractor ENEN Association.

Role:

The Coordinator acts as the representative of the Contractors as defined in the EC Contract. Except for his capacity within the scope of the EC Contract, the Coordinator shall not be entitled to act or to make binding declarations on behalf of any other Contractor/ENEN Member.

The Coordinator shall:

Vis-à-vis the Commission:

- (a) Communicate all information in connection with the Project to the Commission;
- (b) Receive the entire financial contribution from the Commission;
- (c) Manage the financial contribution by allocating it to the Contractors/ENEN Members pursuant to the budget of the project and the decisions taken by the Governing Board;
- (d) Prepare annual accounts as requested by the Commission and prepare, within a reasonable time, an actual statement upon request of the Commission or any of the Contractors/ENEN Members;
- (e) Inform the Commission of the distribution of the funds among the Contractors/ENEN Members, specifically the amounts allocated and the dates of payment to each Contractor/ENEN Member; and
- (f) Ensure the signature, by all Contractors, of the EC Contract.

Vis-à-vis the other Contractors:

- (a) Prepare for the Project Management Committee the Project Reports based on the reports, the supporting documents and audit certificates to be provided to the Coordinator by the Contractors/ENEN Members;
- (b) Address the Project Reports to the Commission.

**Article 5 Contractors' obligations for the implementation of the EC Contract**

**5.1.** Notwithstanding any other obligations provided herein, the Contractors/ENEN Members shall take all necessary measures to perform, fulfil, promptly and in due time, all their obligations so that the Project is carried out in accordance with the terms and conditions of the EC Contract and this Consortium Agreement.

**5.2.** The Contractors/ENEN Members shall provide the Coordinator with the Deliverables, information and Project Reports as required by the Coordinator in order to perform his duties under this Consortium Agreement and under the EC Contract or as the Commission may request.

The Contractors/ENEN Members shall advise the Coordinator or the concerned Work Package leader of any request from the Commission.

Deliverables, information and Project Reports shall include, *inter alia*, the supporting documents evidencing expenditures incurred by the Contractors/ENEN Members for the purposes of the Project.

Each Contractor/ENEN Member shall address to the Coordinator an audit certificate in accordance with the relevant article of the EC Contract no later than thirty (30) days after the end of the Project. All costs related to obtaining this audit certificate (including auditor costs) shall be borne entirely by the relevant Contractor/ENEN Member.

The Contractors/ENEN Members shall submit to the Coordinator, every six (6) months, a Progress Report, including a financial statement together with the supporting documents. The Coordinator has thirty (30) days to validate them. After validation, the Coordinator shall proceed with the corresponding payment to the said Contractor in accordance with 7.1.

**5.3.** Each Contractor undertakes:

- (a) To promptly notify any delay in performance or any event that may have impact on the Project to the appropriate body;
- (b) To inform the appropriate body of relevant communications it receives from third parties in relation to the Project;
- (c) To act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Contractors/ENEN Members and in accordance with good business ethics.

## **Article 6      Change to the Consortium**

### **6.1. Entry of a new Contractor**

The Programme of Activities and the EC Contract determine the changes to the composition of the Consortium requiring a competitive selection procedure. In all other cases, without contrary decision of the Project Management Committee, no competitive selection procedure shall apply. The competitive selection procedure shall be implemented by the Coordinator.

### **6.2. Withdrawal, exclusion of a Contractor**

#### **6.2.1. Withdrawal of a Contractor**

##### Procedure:

Any Contractor/ENEN Member may request to terminate its participation in the EC Contract and the Consortium Agreement, by giving three (3) months written notice of termination to the other Contractors, by registered mail with acknowledgement of receipt, indicating the reasons for termination.

The Coordinator shall inform the Commission by registered mail with acknowledgement of receipt in accordance with the provisions of the EC Contract. The Commission has six (6) weeks from receipt to issue an objection.

##### Consequences of withdrawal:

##### Confidentiality requirements:

The Contractor/ENEN Member agrees to treat as confidential all confidential information, as defined in Article 9 hereinafter, for a period of three (3) years from the date of its withdrawal.

##### Financial consequences for the withdrawing Contractor:

The Contractor/ENEN Member is required to honour its financial commitments contracted prior to the effective date of its withdrawal.

The Contractor/ENEN Member is required to refund all advances paid to it from the EC contribution except the amount spent for the performance of the Project, with appropriate justifications and the corresponding deliverables.

### **6.2.2. Exclusion of a Contractor**

The exclusion of a Contractor/ENEN Member is decided by the Governing Board by unanimous vote minus the vote of the concerned Contractor/ENEN Member and pursuant to the terms set forth in the EC Contract.

The exclusion of a Contractor/ENEN Member has the same consequences as a withdrawal.

## **Article 7 Community Financial Contribution**

### **7.1. Method of payment of the Community's financial contribution**

#### **7.1.1 General Principle**

The pre-financing payments made to the Coordinator by the EC and distributed by the Coordinator to the Contractors/ENEN Members constitute a treasury advance for discharging the duties related to the Project and producing the Project deliverables.

The pre-financing is covered towards the EC by a bank or equivalent guarantee until the Coordinator has provided proof that the pre-financing funds have been distributed to the contractors.

#### **7.1.2 Distribution of the pre-financing payment**

The Contractors/ENEN Members agree that the Community's pre-financing shall be distributed to the Contractors/ENEN Members according to their respective allocations in the Project budget in one single instalment as soon as possible upon receipt by the Coordinator of the pre-financing payment from the Commission.

#### **7.1.3 Final payment**

The final distribution of the EC contribution will be made upon receipt of the final payments of the concerned contribution from the Commission and against receipt by the Coordinator, through the Work Package Leaders, of the final "Project Reports" from the Contractors/ENEN Members, and following the Commission's approval of such "Project Reports".

#### **7.1.4 Restriction for eligible expenses**

Each Contractor/ENEN Member shall bear its own costs incurred in connection with the implementation of the EC Contract and this Consortium Agreement, the conduction of audits, the carrying out of the Project work and the production of the Project deliverables.

The costs for each audit shall be covered up to an amount of 1.000,00 Euro from the Contractor's/ENEN Member's budget allocation. Any costs exceeding such amount shall be born by the respective Contractor/ENEN Member.

On the basis of economy fares and average per diem estimates in Europe, travel expenses to attend Project and Work Package meetings are budgeted and covered up to an amount of 800,00 Euro for a two day meeting. Exceptions shall be supported by a documented justification, but will not affect the total budget allocated to the Contractor/ENEN Member.

#### **7.1.5 Suspension of pre-financing payments**

In case a Contractor/ENEN Member has not provided the Coordinator with its "Project Reports" or has provided them late or provided non-compliant "Project Reports", such Contractor/ENEN Member shall not further payments, until it remedies such non-delivery, late delivery or non-compliant delivery or unless the Project Management Committee decides otherwise.

The Governing Board shall be kept informed under all circumstances and shall decide on appropriate measures with respect to the concerned Contractor/ENEN Member.

#### **7.2. Management of Community's financial contribution**

All financial management and accounting acts in connection with the Community's contribution shall be made by the Coordinator in accordance with the relevant rules and in compliance with the rules defined by the Community in this field.

The Coordinator shall identify in its accounts the Community's contribution to the Programme of Activities and provide all required justifications upon the release of the funds.

### **Article 8 Liability/Insurance**

#### **8.1. General Principles**

The Contractors/ENEN Members agree to assume all of the financial consequences of their liability in all cases their liability is asserted on the basis of damage caused to one of them or to a third party in the scope of the performance of this Consortium Agreement.

Each Contractor/ENEN Member is responsible for its own personnel insurance coverage according to the applicable national law including social security law and accident at work and occupational diseases regulations.

Each Contractor/ENEN Member is liable for any damages caused by its own personnel. Each employer performs its own formalities.

The Coordinator can ask the Contractors/ENEN Members to provide a certificate of liability insurance coverage, specifying the scope and the amount of the coverage they benefit from. A certificate of insurance coverage against injury or damage shall also be required when one of the Contractors/ENEN Members occupies the premises made available to it by one of the other Contractors/ENEN Members.

Certificates of liability and of insurance coverage against injury or damage shall not be required when the Contractor/ENEN Member is a public body.

If the Coordinator ascertains that the guarantees provided are insufficient, it may request the Contractor/ENEN Member concerned to take out additional insurance coverage. The limit of liability of each Contractor/ENEN Member shall not exceed that Contractor's/ENEN Member's project share.

Each Contractor/ENEN Member shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder or under the EC Contract and promptly to correct any error therein of which it is notified. The recipient Contractor/ENEN Member shall be entirely responsible for the use to which it puts such information and materials.

### **8.2. Exclusion of indirect damages**

No Contractor/ENEN Member shall be responsible to another for indirect or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, loss of contracts or a similar loss or damage.

### **8.3. Liability towards the Commission**

Public bodies are responsible, in accordance with the participation rules and the EC Contract, only for their own debts.

Notwithstanding any joint and separate liability of the Contractors/ENEN Members which may exist towards the Commission, each Contractor/ENEN Member shall be liable towards the others for any losses or damages suffered by the Commission, as a consequence of any failure to perform all or part of its obligations under the EC Contract or under this Consortium Agreement.

Accordingly, should the Commission, in accordance with the provisions of the EC Contract, claim any reimbursement, indemnity or payment of damages from one or more Contractors/ENEN Members, the Contractors/ENEN Members agree that:

(a) each Contractor/ENEN Member whose default has caused or contributed to cause such claim shall indemnify each of the other Contractors/ENEN Members against such claim, provided always that the total and cumulative limit of liability of that Contractor/ENEN Member towards all the other Contractors/ENEN Members collectively, in respect of any and all such claims shall not exceed the contribution it is entitled to receive as per the EC Contract. After payment of the Commission, any excess shall be apportioned between all the Contractors/ENEN Members having suffered damages from the failure of the Defaulting Contractor(s)/ENEN Member(s), proportionally to their Project Shares; and

(b) in the event it is not possible to attribute the default to any Contractor/ENEN Member under (a), the amount claimed by the Commission shall be apportioned between all the Contractors/ENEN Members, except public bodies, proportionally to their shares in the Project and limited to the contribution they are entitled to receive as per the EC Contract.

#### **8.4. Liability towards third parties**

Subject always to such other undertakings and warranties as are provided for in this Consortium Agreement and the EC Contract, each Contractor/ENEN Member shall be solely liable for any loss, damage or injury to third parties resulting solely from the performing of its Work Packages.

#### **8.5. Liability for Subcontractors**

Each Contractor/ENEN Member shall remain fully responsible for performing any part of its Work Packages, or for performing its obligations under the EC Contract by any subcontractor.

### **Article 9 Intellectual Property Rights**

#### **9.1. Confidentiality**

During the term of the Project and for a period of three (3) years thereafter, the Contractors/ENEN Members shall treat as confidential any information which is designated as proprietary by the disclosing Contractor/ENEN Member by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing Contractor/ENEN Member.

Accordingly, each Contractor/ENEN Member undertakes, in addition and without prejudice to any commitment under the EC Contract, that:

- (a) the receiving Contractor/ENEN Member shall not use any such information for any purpose other than in accordance with the terms of the EC Contract and this Consortium Agreement; and
- (b) the receiving Contractor/ENEN Member shall not disclose any such confidential information to any party outside the Consortium except with the disclosing Contractor's /ENEN Member's prior written consent, and
- (c) such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Contractor/ENEN Member.

The confidentiality obligation stipulated above does not extend to information for which the beneficiary party can prove that it:

- had a public nature prior to its communication by the other party or fell within the public domain after its communication by the other party but through not fault of its own;
- was already in its possession at the time of signature of the Consortium Agreement;
- is received from a third party without any breach of any secrecy obligation;



- is subsequently developed by or for the receiving Contractor/ENEN Member independently of the confidential information received from the disclosing Contractor/ENEN Member;
- had to be communicated to comply with applicable laws or regulations or with a court or administrative order to which the receiving Contractor/ENEN Member is subject and the receiving Contractor/ENEN Member has exercised its best efforts to obtain reliable assurance that confidential treatment will be accorded to the information disclosed within that process;
- it has independently been developed without use of other Contractor/ENEN Member's confidential information.

The Contractors/ENEN Members shall contractually impose the same obligations on all of their employees or any other person working for them who may have access to confidential information, to the maximum extent and for the maximum duration authorised by law, including upon the end or the termination of their employment or work.

## **9.2. Publication**

Any publication or communication, whether written or oral, in connection with Knowledge, is required to be submitted to the Project Management Committee and to the Commission.

To this end, a brief description and the subject of the proposed publication or communication has to be submitted to the Project Management Committee, via the Coordinator. The Coordinator will inform the Commission of the proposed publication or communication and transmit the corresponding text to it.

The Project Management Committee will have one (1) calendar month from the date of referral to object to the publication. Beyond this period, consent shall be deemed to have been given.

All authors are required to indicate their membership of Coordination action ENEN-II in all their concerned publications.

By signing this Agreement all Contractors/ENEN Members recognise the need for publication related to the qualification for a degree and shall respect the obligations of publication of Academic Contractors/ENEN Members. Nothing in this Agreement shall prevent the submission, examination, publication and defence of any dissertation or thesis for a degree which includes incidental and minor elements of Knowledge, Pre-Existing Know-How or Confidential Information of another Contractor/ENEN Member.

## **9.3. General principles regarding Pre-Existing Know-How (PEKH)**

### **9.3.1 Ownership**

Each Contractor/ENEN Member is and remains the sole owner of its intellectual and industrial property rights over its PEKH.

### 9.3.2 Exclusion of pre-existing know-how from access by the Consortium

Each Contractor/ENEN Member has the right to exclude Pre-Existing Know-How from the other Contractors'/ENEN Members' access. All materials, software, results, data and tests from other faculties, departments and laboratories than the ones the Contractor/ENEN Member agrees to involve in the Project are fully excluded and no Access Rights are granted.

## **9.4. General principles applicable to Knowledge**

Knowledge shall be the property of the Contractor/ENEN Member carrying out the work leading to that Knowledge.

When several Contractors/ENEN Members have jointly carried out work generating the Knowledge and where their respective share of work cannot be ascertained, they shall have joint ownership of that Knowledge.

## **9.5. Access rights to Knowledge and Pre-Existing Know-How**

Access rights for the execution of the Project and for the use of Knowledge shall be granted in accordance with and subject to the EC Contract Annex II, Article 35.

Access to materials, software, results, data and tests obtained during the activities of the Contractor/ENEN Member in the ENEN project, the NEPTUNO Co-ordination action, the EURAC project and in the ENEN Association is granted.

Access to the materials, results, data, tests and deliverables resulting from other projects than the projects listed above is left to the discretion of the owner and subject to a separate written agreement.

Access rights for the execution of the project shall be granted on a royalty-free-basis.

Access rights for the purpose of use of Knowledge shall be granted on non-discriminatory conditions to be agreed.

## **Article 10    Miscellaneous provisions**

### **10.1. Entire agreement**

This Consortium Agreement, the EC contract and its Annexes, and the Budget of Project (Contract Preparation Forms, CPF File, Form 3.1 & 3.2 as sent by email by the Coordinator on the date month 2006) constitute the entire agreement between the Contractors/ENEN Members in respect of the Project, and supersede all previous negotiations, commitments and documents concerning the Project including any memorandum of understanding between the Contractors/ENEN Members (whether or not with others) which relate to the Project or its proposal to the European Commission.

### **10.2. Controlling provisions**

In case of inconsistency between the contractual provisions signed by the Contractors/ENEN Members in connection with this Project, the provisions of the EC Contract shall prevail over

those of this Consortium Agreement, which shall themselves prevail over any special contract or agreement signed for its application.

### **10.3. Transfer or Assignment**

No Contractor/ENEN Member shall, without the prior written consent of the Governing Board and in accordance with the provisions of the EC contract, assign or otherwise transfer partially or totally any of its rights or obligations under this Consortium Agreement. Such consent shall not be unreasonably withheld when such assignment or transfer is made to the benefit of an Affiliate of that Contractor/ENEN Member.

### **10.4. Entry into force – Term of the Consortium Agreement**

This Consortium Agreement shall enter into force once the following three conditions have been fulfilled:

1. All of the Contractors have signed this Consortium Agreement;
2. The EC Contract with the Commission has been signed by the Coordinator; and
3. All of the Contractors have adhered to the EC Contract.

This Consortium Agreement, except the confidentiality clause (Article 9.1.), shall expire on the expiry date of the Contract with the Commission, subject to the condition that the final payment made to the Coordinator by the Commission has been distributed to the Contractors/ENEN Members. The confidentiality clause (Article 9.1.) shall remain in full force for all information disclosed during the execution of the project for the duration indicated in Article 9.1.

The Project will commence on the date indicated on the EC contract, subject to the entry into force of this Consortium Agreement.

### **10.5. Language**

This Consortium Agreement is drawn up in English which shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

### **10.6. Applicable Law**

This Consortium Agreement shall be construed according to and governed by the laws of Belgium.

### **10.7. No legal entity, partnership or agency**

Nothing in this Consortium Agreement shall create a legal entity, partnership or agency between the Contractors. The Consortium is not a legal entity and each Contractor stays legally independent. Each Contractor indemnifies and holds harmless any other Contractor with respect to its obligations out of the scope of this Agreement.

**10.8. Settlement of disputes**

All disputes or differences arising from the implementation of this Consortium Agreement which cannot be amicably settled within the Governing Board shall be finally settled through arbitration in Paris under the Rules of the International Chamber of Commerce (ICC). Arbitration shall be conducted in the English language.

**10.9. General provisions relating to termination**

The provisions of this Consortium Agreement relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this Consortium Agreement for any reason whatsoever to the extent needed to enable the Contractors/ENEN Members to pursue the rights and remedies provided for therein.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

**10.10 Counterparts**

This Consortium Agreement shall be executed in twenty-seven (27) counterparts, all of which together shall constitute one and the same instrument. Every Contractor shall sign each of two (2) original counterparts and return these to the Coordinator for counter-signature.

The Coordinator shall collate the signed counterparts and has an obligation to send copies of all the signed counterparts to every Contractor within sixty (60) days of receipt of the signed counterparts from the Contractors.

**IN WITNESS WHEREOF**, the Contractors have executed this Consortium Agreement in two (2) original copies and sign on the following pages:.

**1. RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES**

**NUCLEAIRES**, referred to as the **ENEN ASSOCIATION**, established in CEA SACLAY - Institut National des Sciences et Techniques Nucleaires – Bâtiment 395, Gif-sur-Yvette, F-91191, France,

duly represented by Joseph SAFIEH, President, and/or Phillip BEELEY, Vice - President, or their authorised representative acting as the “*Coordinator*” of the *consortium*,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**2. M U VENTURES LIMITED**, established in North London Business Park Oakleigh Road South, London, N11 1QS, United Kingdom, duly represented by Marion LOCKE, Commercial Manager, and/or Stephen EVANS, Companies Accountant, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**3. UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN**, established in Belfield, Dublin, 4, Ireland, duly represented by Donal DOOLAN, Head, Financial Management, and/or John KENNY, Operations Accountant, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**4. UNIVERSITETET FOR MILJO OG BIOVITENSKAP**, established in Hogskolev.  
12,Aas, 1432, Norway,  
duly represented by Tove FJELD, Head of Department, and/or Jon LANDVIK, Deputy  
Chairman, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**



**5. WESTLAKES RESEARCH LTD**, established in Westlakes Science and Technology Park,  
Moor Row, CA243JY, United Kingdom,  
duly represented by Steve BRADLEY, Chief Executive Officer, and/or George COULTHARD, Company Secretary, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**6. INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE**, established in Avenue du Général de Gaulle 73-83, Clamart, 92140, France, duly represented by Jacques REPUSSARD, Director-General, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**7. LUNDS UNIVERSITET**, established in Paradisgatan 5c, Lund, 22100, Sweden,  
duly represented by Forslid TORUN, Head of Faculty Office, and/or Anna VON BARTH,  
International Relations Manager, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**8. ESV EURIDICE GIE - EUROPEAN UNDERGROUND RESEARCH INFRASTRUCTURE FOR THE DISPOSAL OF WASTE IN A CLAY ENVIRONMENT**, established in Boeretang 200, Mol, 2400, Belgium, duly represented by Jean-Paul MINON, Chairman of the Board, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**9. CONSORZIO INTERUNIVERSITARIO PER LA RICERCA TECNOLOGICA NUCLEARE**, established in via Flavia 104, Roma, 56126, Italy, duly represented by Giuseppe FORASASSI, President, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**10. INSTITUT NATIONAL POLYTECHNIQUE DE LORRAINE**, established in Avenue de la Foret de Haye 2, Vandoeuvre-Les-Nancy, 54501, France, duly represented by Louis SCHUFFENECKER, President, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**11. AGENCE NATIONALE POUR LA GESTION DES DECHETS RADIOACTIFS**,  
established in 1-7 rue Jean Monnet - Parc de la Croix Blanche, Chatenay Malabry, 92298,  
France,  
duly represented by Marie-Claude DUPUIS, Chief executive director, or her authorised  
representative

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**12. TECHNISCHE UNIVERSITAET CLAUSTHAL**, established in Adolph-Roemer-Strasse 2A, Clausthal-Zellerfeld, 38678, Germany, duly represented by Hans-Peter BECK, Vice-President, and/or Dieter HOLSTE, Dezernent fuer Finanzen, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**



**13. ECOLE POLYTECHNIQUE**, established in Route de Saclay, Palaiseau, 91128, France, duly represented by Maurice ROBIN, Directeur Général Adjoint Recherche, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**14. SPRAVA ULOZIST RADIOAKTIVNICH ODPADU**, established in Dlazdena 6,  
Prague 1, 11000, Czech Republic,  
duly represented by Vitezslav DUDA, Director, and/or Karel KUNC, Geotechnical Projects  
Manager, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**15. UNIVERSIDADE DA CORUNA**, established in rua de Maestranza *s/n*, La Coruna, 15001, Spain, duly represented by Concepcion HERRERO LOPEZ, Vice-President of Research, or her authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**16. POSIVA OY**, established in Olkiluoto, 27160, Finland,  
duly represented by Eero PATRAKKA, President, and/or Markku KETTUNEN, Vice-  
President Administration, their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**17. GNS GESELLSCHAFT FUR NUKLEAR.SERVICE mbH**, established in Hollestrasse 7 A, Essen, 45127, Germany represented by Hanns NÄSER, Head Legal Department, and/or Klaus-Jürgen BRAMMER, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**18. DBE TECHNOLOGY GMBH**, established in Eschenstrasse 55, Peine, 31201, Germany represented by Hartmut MEYER, Managing Director, and/or Jürgen KRONE, General Manager, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**19. COMMISSARIAT à l'ENERGIE ATOMIQUE, INSTITUT NATIONAL des SCIENCES et TECHNIQUES NUCLEAIRES**, established at CEA-Centre de Saclay, Bâtiment 399, F-91191 Gif-sur-Yvette, France, duly represented by Mr. LAURENT TURPIN, Directeur, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**20. HELSINKI UNIVERSITY OF TECHNOLOGY** , established at TKK, Otakaari 1, P.O. BOX 1000, FIN-02015, Espoo, Finland, duly represented by Mr. MATTI PURSULA, Rector, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**



**21. UNIVERSITY “POLITEHNICA” BUCHAREST** , Faculty of Power Engineering/Power Plant Department/Nuclear Energy, , established at UPB, SPL, Independentei 313, Sector 6, R077206, Bucharest, Romania, duly represented by Mrs. ECATERINA ANDRONESCU, Rector, or her authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**22. UNIVERSIDAD POLITECNICA DE MADRID** , established at UPM, Avenida Ramiro de Maeztu, 7, Madrid, 28040, Spain, represented by Mr. GONZALO LEÓN, Vice Rector for Research, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**23. JOŽEF STEFAN INSTITUTE** , established at JSI, Jamova 39, P.O.BOX 3000, Ljubljana 1001, Slovenia, represented by Mr. JADRAN LENARČIČ, Director, or his authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**24. CZECH TECHNICAL UNIVERSITY IN PRAGUE**, established at CTU Zikova 4, Praha 6, Czech Republic, represented by Prof. VACLAV HAVLICEK, Rector and/or Prof. ZDENEK BITTNAR DEAN (CTU-FACULTY OF CIVIL ENGINEERING), or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**25. STUDIECENTRUM VOOR KERNENERGIE - CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE**, established in Avenue Hermann Debroux 40, Brussels, B-1160, Belgium, represented by FRANK DECONINCK, Chairman of the board of Governors, and/or ERIC VAN WALLE, Director-General, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**26. UNIVERZA V LJUBLJANI**, established at UL, Kongresni trg 12, Ljubljana, SI-1000, Slovenia, represented by Mrs. **ANDREJA KOCIJANČIČ**, Rector, or her authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**

**27. NUCLEAR DEPARTMENT, HMS SULTAN** , established at HMS SULTAN, Military Road, Gosport, PO12 3BY, United Kingdom, represented by Mr. PETER RICHARD CLARKE, Commercial Director, and/or Prof. PHILIP BEELEY, Director, or their authorised representative,

**Name**.....

**Position**.....

**Date**.....

**Signature**.....

**Stamp or seal of the organisation**