

**Creating a Joint Research Agenda for Promoting IT Innovation in
Creative Industries across Europe (CReATE)**
Support Action, Grant Agreement No.201485
CONSORTIUM AGREEMENT

Version dated 05/01/2008

General Information

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as *Rules for Participation* and the EC Grant Agreement, adopted on 01/03/2008 hereinafter referred to as the *Grant Agreement* and Annex II adopted on 01/03/2008 hereinafter referred to as *Annex II* of the *Grant Agreement* and is made on 01/03/2008,

BETWEEN

- (1) **MFG Medien- und Filmgesellschaft mbH (MFG)**, the *Coordinator*, with registered office at: Breitscheidstr. 4, 70174 Stuttgart, Germany
- (2) **Steinbeis-Europa-Zentrum (SEZ)**, with registered office at: Willi-Bleicher-Str. 19, 70174 Stuttgart, Germany
- (3) **CSP Innovazione nelle ICT s.c. a r.l. (CSP)**, with registered office at via Livorno, 60, 10144 Torino, Italy
- (4) **Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region (RP)**, with registered office at P.zza Castello, 165, 10122 Torino, Italy
- (5) **Politecnico Torino (PTO)**, with registered office at Corso Duca degli Abruzzi, 24, 10129 Torino, Italy
- (6) **Imaginove, Rhône-Alpes (IM)**, with registered office at Villa Créatis, 2, rue des Muriers CP 601, 69258 LYON cedex, France
- (7) **Advantage West Midlands (AWM)**, with registered office at Advantage West Midlands, 3 Priestley Wharf, Holt Street, Aston Science Park, Birmingham B7 4BN, UK

hereinafter, jointly or individually, referred to as *Parties* or *Party*

relating to the *Project* entitled

Creating a joint Research Agenda for ICT Innovation in the Creative Industries across Europe

in short

C R e A T E

(hereinafter referred to as *Project*) under **Grant Agreement No 201485** (hereafter referred to as the *Grant Agreement*) under the Seventh Framework Programme of the European Community, WHEREAS

(a) The *Parties*, having considerable experience in the field concerned, have submitted a Proposal for the *Project* to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the FP-2007-Know-Reg-1 call for proposals, related to the funding scheme of “support action”, and been awarded financial assistance by the European Commission for the *Project*.

(b) The *Parties* on one part, and the Commission on the other part, have entered into the *Grant Agreement*, to carry out the *Project*

(c) The *Parties* wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.

This agreement is composed of

- the *Consortium Agreement* itself, including all its Annexes
- the *Grant Agreement* between the European Commission and the *Coordinator*, including all its Annexes

In the event of any conflict between the documents listed above, precedence shall be given the *Grant Agreement* and its annexes, which shall prevail over all other documents comprising this *Consortium Agreement* and the *Grant Agreement* itself.

The names of the leading contact person from each partnering organisation from the CReATE consortium are:

Partner name and address	Project responsible	Contact details
Coordinator		
MFG Medien- und Filmgesellschaft Baden-Württemberg mbH Breitscheidstr. 4 70174 Stuttgart Germany	Anna Lenka Schlosser	schlosser@mfg.de phone: +49-711-90715-327 fax: +49-711-90715-350
Partners		
SEZ Steinbeis-Europa-Zentrum Willi-Bleicher-Str. 19 70174 Stuttgart Germany	Günter Clar	clar@steinbeis-europa.de phone: +49-711-123-4017 fax +49-711-123-4011
CSP- Innovazione nelle ICT s.c. a r.l. via Livorno, 60 10144 Torino Italy	Erica Lavagno	erica.lavagno@csp.it phone: +39-011-4815137 fax +39-011-4815001
RP Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region Piazza Castello 165	Francesca Doria	francesca.doria@mail.regione.piemonte.it phone: +39-011-432.3094 fax +39-011-4323798

10122 Torino		
PTO Politecnico Torino Corso Duca degli Abruzzi, 24 10129 Torino Italy	Giuseppe Scellato	Giuseppe.scellato@polito.it phone: +39-115647270 fax: +39-115647299
IM Imaginove, Rhône-Alpes Villa Créatis 2, rue des Muriers CP 601 69258 LYON cedex France	Ludovic Noël	Inoel@imaginove.fr phone: +33-426 23 41 20 fax: +33-426 68 91 56
AWM Advantage West Midlands 3 Priestley Wharf Holt Street Aston Science Park Birmingham B7 4BN Great Britain	Mike Musson	MikeMusson@advantagewm.co.uk phone: +44 121 380 3628 fax +44 121 380 3501

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1. Definitions

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

1.2 Additional Definitions

“Core Consortium”

Core Consortium means all the members listed in attachment 3 of this Consortium Agreement.

“Consortium Plan”

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

“Consortium Budget”

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

“Consortium Partners”

Consortium Partners or *“CPs”* or *“CP”* or *“Partners”* means a *party* or the *parties* to this Agreement and the Grant Agreement with the European Commission.

“Steering Committee”

Steering Committee means the *Steering Committee* as defined in Articles 7.2. and 7.3.

“Coordinator”

Coordinator means the *Coordinator* as defined in Article 7.4.

“Management Unit”

Management Unit means the *Management Unit (MU)* as defined in Article 7.5. .

“Defaulting Party”

Defaulting Party means a *Party* which the *Steering Committee* has identified to be in breach of this *Consortium Agreement* and/or the Grant Agreement as specified in Article 5.4 of this *Consortium Agreement*.

Section 2: Duration

This Agreement shall enter into force on 01/03/2008 simultaneously with the *Grant Agreement* for carrying out the proposed *Project*, and shall terminate upon approval of the last narrative and financial report by the European Commission as provided for in the *Grant Agreement*.

The period for eligibility of costs shall begin on 01/03/2008 and end on 31/10/2010.

Section 3: Purpose

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

Section 4: Entry into force, duration and termination

4.1 Entry into force

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

A new *Party* enters the Consortium upon signature of the Accession document [Attachment 1] by the new *Party* and the *Coordinator*. Such accession shall have effect from the date identified in the Accession document.

4.2 Duration and termination

This *Consortium Agreement* shall continue in full force and effect until complete fulfilment of all obligations undertaken by the *Parties* under the *Grant Agreement* and under this *Consortium Agreement*.

However, this *Consortium Agreement* may be terminated in accordance with the terms of this *Consortium Agreement* and Annex II of the *Grant Agreement* (Grant Agreement Article II.37. and II.38.).

4.3 Survival of rights and obligations

The provisions relating to Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this *Consortium Agreement* as agreed in respective articles.

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

Section 5: Responsibilities of Parties

5.1 General principles

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

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

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

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

5.2 Tasks of each party

In detail, the *parties* roles in regard to the implementation of the *Project's* work programme as per Annex I to the *Grant Agreement* are:

(1) MFG Baden-Wuerttemberg mbH (MFG), lead contractor of Work Package 2,4,6, is responsible for

- overall management (administrative, financial and scientific) of the *Project* and coordination of the *Consortium Partners*;
- coordination of the consortium
- liaising with the European Commission and reporting on time on the *Project* implementation
- elaboration of the *consortium agreement*;
- provision of the accountancy and financial control of the *Project*;
- timely provision of own resources and those of supporting bodies;
- organization of kick-off meeting;
- coordination of template development;
- conduction of an in-depth regional analysis in Baden-Württemberg regarding ICT-uptake and innovation potential in creative industries clusters;
- production of a synthesis report on findings of all 4 regional analyses;

- coordination of development and dissemination of joint research agenda;
- coordination of phase of regional and cross-regional validation and *Project* development on basis of the Joint Research Agenda (JRA);
- collaboration with relevant networks;
- organization of final conference;
- establishment of *Project* website links to other relevant websites;
- coordination of all translations into German language;
- coordination and implementation of dissemination of activities.

(2) Steinbeis-Europa-Zentrum (SEZ), lead contractor for Work Package 1,4, is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- production of background paper on cluster development and regional & technology foresight;
- coordination of template development;
- active contribution (i.e. provide structured, written input) to conducting an in-depth regional analysis in Baden-Württemberg regarding ICT-uptake and innovation potential in creative industries clusters;
- continuous consulting of all partners during the regional analysis phase;
- active contribution to development and dissemination of joint research agenda, particularly via approaching relevant decision-makers, regional administrations and stakeholders (particularly the SME-community and IT-research related companies and institutions);
- active contribution to regional and cross-regional validation and project development on basis of the JRA, e.g. through participation in match-making events, participation in cross-regional study visits, provide input to project development, meetings with funding administrators;
- design of a training workshop concept;
- implementation of dissemination and training workshops for further interested European regions;
- collaboration with relevant networks;
- active contribution to all dissemination activities at regional, national and international level, e.g. by at least 1 presentation at an international conference.

(3) CSP Innovazione nelle ICT (CSP), lead contractor for Work Package 3, is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application of an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- regional project management in Piemonte region (cooperation with RP and PTO);
- conduct an in-depth regional analysis in Piemonte region regarding ICT-uptake and innovation potential in creative industries clusters;
- organization of a mid-term international conference in Torino in order to discuss the regional analysis with relevant regional, national and EU stakeholders;
- organization of the third project meeting + steering committee meeting in Torino;
- active contribution to development and dissemination of joint research agenda, particularly via approaching relevant decision-makers, regional administrations and stakeholders (particularly the SME-community and IT-research related companies and institutions);
- active contribution to regional and cross-regional validation and project development on basis of JRA, e.g. through participation in match-making events, participation in cross-

regional study visits, provide input to project development, meetings with funding administrators;

- active support of dissemination and training workshops, e.g. by participation in at least 1 workshop;
- collaboration with relevant networks;
- active contribution to all dissemination activities at regional, national and international level, e.g. at least 1 presentation at an international conference;
- coordination of all translations into Italian language.

(4) Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region (RP) is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application of an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- active contribution to an in-depth regional analysis in Piemonte region regarding ICT-uptake and innovation potential in creative industries clusters;
- support of mid-term international conference in Torino in order to discuss the regional analysis with relevant regional, national and EU stakeholders;
- active contribution to development and dissemination of joint research agenda, particularly via approaching relevant decision-makers, regional administrations and stakeholders (particularly the SME-community and IT-research related companies and institutions);
- active contribution to regional and cross-regional validation and project development on basis of JRA, e.g. through participation in match-making events, participation in cross-regional study visits, provide input to project development, meetings with funding administrators;
- active contribution to all dissemination activities at regional, national and international level.

(5) Politecnico Torino (PTO), is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application of an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- production of background paper on ICT-innovation in creative industries
- support of template development;
- active contribution to an in-depth regional analysis in Piemonte region regarding ICT-uptake and innovation potential in creative industries clusters;
- support of mid-term international conference in Torino in order to discuss the regional analysis with relevant regional, national and EU stakeholders;
- contribution to development and dissemination of joint research agenda;
- contribution to regional and cross-regional validation and project development on basis of JRA, e.g. through participation in match-making events, participation in cross-regional study visits, provide input to project development, meetings with funding administrators;
- collaboration with relevant networks;
- active contribution to all dissemination activities at regional, national and international level, e.g. by at least 1 presentation at an international conference.

(6) Imaginove, Rhône-Alpes (IM), is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application of an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- regional project management in Rhône-Alpes;

- conduction of an in-depth regional analysis in Rhône-Alpes region regarding ICT-uptake and innovation potential in creative industries clusters;
- active contribution to development and dissemination of joint research agenda, particularly via approaching relevant decision-makers, regional administrations and stakeholders (particularly the SME-community and IT-research related companies and institutions);
- active contribution to regional and cross-regional validation and project development on basis of JRA, e.g. through participation in match-making events, participation in cross-regional study visits, provide input to project development, meetings with funding administrators;
- organization of the 4th project meeting + steering committee meeting in Lyon to discuss the draft JRA and feedback;
- active support of dissemination and training workshops, e.g. by participation in at least 1 workshop;
- collaboration with relevant networks;
- active contribution to all dissemination activities on regional, national and international level, e.g. by at least 1 presentation at an international conference;
- coordination of all translations into French language.

(7) Advantage West Midlands (AWM), is responsible for

- active support of the *Coordinator* in conducting the *Project*, especially provision of deliverables on time and application an efficient, on-time communication culture;
- timely provision of own resources and those of supporting bodies;
- regional project management in West Midlands region;
- organization of the 2nd project meeting + *steering committee* meeting in Birmingham to discuss the two background papers and the template for regional analysis as well as prepare regional analysis phase;
- conduction of an in-depth regional analysis in West Midlands region regarding ICT-uptake an innovation potential in creative industries clusters;
- active contribution to the development and dissemination of joint research agenda, particularly via approaching relevant decision-makers, regional administrations and stakeholders (particularly the SME-community and IT-research related companies and institutions);
- active contribution to regional and cross-regional validation and project development on basis of JRA, e.g. through participation in match-making events, participation in cross-regional study visits, provide input to project development, meetings with funding administrators;
- development and dissemination of a tool-kit, synthesizing the main findings of the *Project* and providing practical support for strategic cluster development;
- active support of dissemination and training workshops, e.g. by participation in at least 1 workshop;
- collaboration with relevant networks;
- active contribution to all dissemination activities on regional, national and international level, e.g. at least 1 presentation at an international conference;
- coordination of all translations into English language.

5.3. Table of partners responsible for project deliverables

Del. no.¹	Deliverable name	WP no.	Lead beneficiary	Delivery date² (project month)
1.1.	ICT innovation background paper	1	PTO	6
1.2.	Regional Foresight and Cluster policies paper	1	SEZ	6
1.3.	Finalised template for regional analysis	1	SEZ	8
2.1.	Interim report on regional analysis	2	MFG	13
2.2.	Synthesis report: including results regional analysis and main policy recommendations	2	MFG	17
3.1.	Documentation of international conference	3	CSP	20
4.1.	Final version of JRA + support letters	4	MFG	26
4.2.	Documentation of JRA development + related activities: including summaries of cross-regional study visits+project drafts in line with JRA+list of business models on basis of JRA suggestions	4	MFG	26
5.1.	Print and online (pdf) version of tool-kit – including application-oriented guidelines for cluster development, management and evaluation	5	AWM	28
5.2.	Documentation of dissemination and training workshop series in further European regions (summary and results, participants lists, minutes)	5	SEZ	30
6.1.	Set-up of project website and flyer	6	MFG	4
6.2.	Documentation on ongoing dissemination and PR activities (press documentation, newsletters, conference presentations etc.)	6	MFG	32
7.1.	Regular reporting, incl. financial report, minutes of important Steering Committee meetings, minutes of meetings with EC project officer etc.	7	MFG	1-32
7.2.	Final report including final plan for dissemination and use	7	MFG	32

¹ Deliverable numbers in order of delivery dates: D1 – D32

² Month in which the deliverables will be available. Month 1 marking the start date of the project, and all delivery dates being relative to this start date.

7.3.	Report on awareness and wider societal implications	7	MFG	32
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5.4 Breach

In the event the responsible Steering identifies a breach by a *Party* of its obligations under this *Consortium Agreement* or the *Grant Agreement*, the *Coordinator* will give written notice requiring that such breach be remedied within 30 calendar days.

If this does not occur, the *Steering Committee* may decide to declare the *Party* to be a *Defaulting Party* and to decide on the consequences thereof.

5.5 Involvement of third parties

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

Section 6: Liability towards each other

6.1 No warranties

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

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

6.2 Limitations of contractual liability

No *Party* shall be responsible to any other *Party* for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

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

6.3 Damage caused to third parties

Each *Party* shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said *Party's* obligations under this *Consortium Agreement*.

6.4 Force Majeure

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

6.5 Bankruptcy

If a *Party* enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other *Parties* shall to the extent permitted by law take over the fulfilment of such *Party's* obligations and receive subsequent payments under the *Grant Agreement* in respect thereof. In such event all rights and obligations under the *Grant Agreement* and this *Consortium Agreement* shall in good faith be redistributed among the remaining *Parties* on the basis of the work performed by the affected *Party* prior to the occurrence of the above circumstance.

Section 7: Governance structure

7.1 General structure

The *Steering Committee* is the decision-making body of the Consortium.

The *Coordinator* is the legal entity acting as the intermediary between the *Parties* and the European Commission. The *Coordinator* shall, in addition to its responsibilities as a *Party*, perform the tasks assigned to it as described in the *Grant Agreement* and this *Consortium Agreement*.

The MU (cp. 7.5) assists the *Coordinator*.

7.2 Members of the Steering Committee

The *Steering Committee* shall consist of Members of the *Core Consortium* (hereinafter *Member*).

Each *Member* shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 7.3.6 of this *Consortium Agreement*.

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

The *Parties* agree to abide by all decisions of the *Steering Committee*. This does not prevent the *Parties* to submit a dispute to resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this *Consortium Agreement*.

7.3 Operational procedures for the Steering Committee

7.3.1 Representation in meetings

Any Member:

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

7.3.2 Preparation and organisation of meetings

Convening meetings:

The *Coordinator* shall convene ordinary meetings of the *Steering Committee* at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

Notice of a meeting:

The *Coordinator* shall give notice in writing of a meeting to each Member as soon as possible and within at least 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

Sending the agenda:

The *Coordinator* shall send each Member a written original agenda within at least 14 calendar days preceding the meeting.

Adding agenda items:

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

Any Member may add an item to the original agenda by written notification to all of the other Members within at least 7 calendar days preceding the meeting.

During a meeting of the *Steering Committee* the Members present or represented can unanimously agree to add a new item to the original agenda.

Any decision may also be taken without a meeting by circulating to all Members a written document which is then signed by the defined majority of Members (see Article 7.3.3 of this *Consortium Agreement*).

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

Decisions may only be executed once the relevant part of the Minutes is accepted according to Article 7.3.5 of this *Consortium Agreement*.

7.3.3 Voting rules and quorum

The *Steering Committee* shall not deliberate and decide validly unless a quorum of 5/7 of its Members are present or represented.

Each Member shall have one vote.

Defaulting Party Members may not vote.

Decisions shall be taken by a simple majority of the votes.

Decisions regarding *Defaulting Party* or acceptance of a new *Party* in the Consortium shall be unanimous.

7.3.4 Veto rights

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

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

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

In case of exercise of veto, the members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its members.

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

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

7.3.5 Minutes of meetings

The *Coordinator* shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. She shall send these draft to all of its members within 10 calendar days of the meeting.

The Minutes shall be considered as accepted if, within 15 calendar days from sending, no member has objected in writing to the *Coordinator* with respect to the accuracy of the draft of the Minutes.

The accepted Minutes shall be sent to all of the members of the Consortium Body and the *Coordinator*, who shall safeguard them. If requested the *Coordinator* shall provide authenticated duplicates to *Parties*.

7.3.6 Decisions of the Steering Committee

The *Steering Committee* shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the *Steering Committee*:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the *Grant Agreement* to be agreed by the European Commission
- Changes to the *Consortium Plan* (including the *Consortium Budget*)
- Additions to Attachment 2 (Listed Affiliated Entities)
- Additions to Attachment 3 (List of Third Parties)

Evolution of the Consortium

- Entry of a new *Party* to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new *Party*
- Withdrawal of a *Party* from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal

- Declaration of a *Party* to be a *Defaulting Party*
- Corrective measures to be required from a *Defaulting Party*
- Termination of a *Defaulting Party's* participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the *Coordinator*
- Suspension of all or part of the *Project*
- Termination of the *Project* and/or the *Consortium Agreement*
- Appointments

Agree on the members of the *MU*, upon a proposal by the *Coordinator*.

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

7.4 Coordinator

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

In particular, the *Coordinator* shall be responsible for:

- monitoring compliance by the *Parties* with their obligations
- keeping the address list of members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the *Project* and reports and other deliverables (including financial statements and related certifications) to the European Commission
- transmitting documents and information connected with the *Project*, including copies of Accession documents and changes of contact information to the *Parties*
- administering the Community financial contribution and fulfilling the financial tasks described in Article 8.3
- providing, upon request, the *Parties* with official copies or originals of documents which are in the sole possession of the *Coordinator* when such copies or originals are necessary for the *Parties* to present claims.

If the *Coordinator* fails in its coordination tasks, the Steering Committee may propose to the European Commission to change the *Coordinator*.

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

The *Coordinator* shall not enlarge its role beyond the tasks specified in this *Consortium Agreement* and in the *Grant Agreement*.

7.5. The Management Unit

The *Management Unit* which consists of the MFG project responsible, scientific, supporting and administrative staff

- ensures appropriate day-to-day management, information, communication and co-operation between the partners, the regional authorities, and the EC, and the other networks and initiatives to be linked to the project activities

- puts day-to-day management tools and processes in place
- organises the project management meetings for deciding on technical and administrative matters, as well as other meetings as they become necessary
- ensures appropriate reaction to requests from EC and regional authorities, and in-time delivery of all formal reports (technical and financial) required.

7.6. The Work Package leaders

The Work Package Leaders are responsible for implementing their activities and communicating with relevant regional (national, EU) authorities, organisations and networks.

7.7 Consortium partners

Each *Consortium Partner* shall abide by the general conditions defined in this *Agreement* and the *Grant Agreement* and shall apply all due care to fully and timely carry out its role as described in this *Agreement* and in the *Grant Agreement*.

Each *CP* hereby undertakes:

7.7.1 Towards the *Coordinator* and the *MU*

- a) To abide by the general conditions defined in the *Grant Agreement* and its Annexes and in this *Agreement*.
- b) To supply promptly and timely to the *Coordinator* and the *MU* all such information or documents as the *Coordinator* and the *MU* may require in connection with the *Grant Agreement* or as the *Commission* may properly request, and to keep the *Coordinator* and the *MU* informed of all such requests from the *Commission* and responses thereto, should those be addressed directly to the *CP/CPs*.
- c) To communicate promptly and to provide and not to unreasonably withhold any information or decision which has to be given by it to the *Coordinator* and/or *MU* for the purposes provided for in Article 5.
- d) To accept responsibility for all information communicated to the *Coordinator*, including details of costs claimed and, where appropriate, ineligible expenses.
- e) To contribute to the *Project* at least the amount of person months defined in Annex I. Each *CP* takes care that the activities will be performed by professional staff.
- f) To develop the deliverables described in the Annex I to the *Grant Agreement* signed with the EC and timely provide the *Coordinator* with the deliverables developed.
- g) To further develop and fully comply with the workplan reflected in the workpackage description and in the deliverables as per Annex I to the *Grant Agreement*
- h) To respect the time-schedule of the *Project* tasks agreed upon by all *CPs*.
- i) To report to the *Coordinator* **on annual basis** the activities carried out in implementation of the *Project*, and the relevant costs. These reports will follow the format of the report templates circulated to the *CPs* by the *Coordinator*. The templates shall be in compliance with the reporting requirements of the *Commission*.

Should these requirements undergo changes on behalf of the *Commission* during the period of this *Agreement*, the templates shall be modified accordingly by the *Coordinator* and duly

sent out to the *CPs*. These reports will be developed and sent back to the *Coordinator* via e-mail first, and upon approval by the *Coordinator* - via registered mail, duly signed and stamped, and will encompass the following:

Short narrative report on the activities for the respective period.

Financial statements for the period, supported with relevant documents, in accordance with Financial Guidelines for Indirect Actions of the Seventh Framework Programme and the *Grant Agreement* and its appendices.

Time-sheets for the personnel working on the *Project* as approved by the Commission. The time-sheets shall encompass information on the tasks completed and the time spent on the implementation of the work. The template of the time-sheets shall be provided by the *Coordinator* within 2 months upon commencement of the *Grant Agreement* with the European Commission.

The internal reporting deadlines for submitting the narrative report and the financial statements to the *Coordinator* are as follows:

- Deadline for the first reporting period, covering March 2008 – June 2009, is 15 July 2009.
 - Deadline for the second reporting period, covering July 2009 – October 2010, is 15 November, 2010
- j) The *parties* agree to send a **short activity report and an overview of costs** to the *Coordinator* **regularly in between annual reporting periods**, so that appropriate measures can be taken, if necessary (e.g. shift of costs within cost categories or between *parties*), which is on
- October 15th 2008
 - February 15th 2009
 - October 15th 2009
 - February 15th 2010
 - June 15th 2010

In case the *CP/CPs* do not achieve the number of deliverables as agreed upon in Annex I, the *Coordinator* will discuss with the consortium, if part of the foreseen EU funding has to be re-distributed to *CP/CPs*, who have over-fulfilled. This decision is taken by 2/3 majority by the SC. The EC will be asked to act as arbitrator if needed.

7.7.2 Towards each other

- a) To use reasonable endeavours itself, or as the case may be, jointly with others, to participate actively and to perform on time the tasks and work packages assigned to it alone or with said others under the schedules shown in Annex I to the *Grant Agreement* and to make available rights and information on time to other *CPs* under the terms and conditions defined in the *Grant Agreement* and in this Consortium Agreement.
- b) To promptly notify the *Coordinator* and each of the other *CPs* of any possible delays or problems in performance, change in personnel working under this *Project* or any other issues related to the implementation of this *Project*.
- c) To prepare and present the reports or sections of reports, as applicable, to be submitted to the *Commission* under the *Grant Agreement* both in sufficient time (according to Article 5.1.8 above) to enable the *Coordinator* to submit them to the *Commission* in accordance with the *Grant Agreement* timescales, and in accordance with the formats required.
- d) To use reasonable endeavours to ensure the accuracy of any information or materials it supplies to any of the other *CPs* hereunder or under the *Grant Agreement* and promptly

to correct any error therein of which it is notified. The recipient *CPs* shall be entirely responsible for the use to which it puts such information and materials.

Section 8: Financial provisions

8.1 General Principles

8.1.1 Distribution of the Financial Contribution

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

- the *Consortium Budget* as included in the *Consortium Plan*
- the approval of reports by the European Commission, and
- the provisions of payment in Article 8.3.

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

8.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each *Party* shall be solely responsible for justifying its costs with respect to the *Project* towards the European Commission. Neither the *Coordinator* nor any of the other *Parties* shall be in any way liable or responsible for such justification of costs towards the European Commission.

8.1.3 Funding Principles

A *Party* which spends less than its allocated share of the *Consortium Budget* will be funded in accordance with its actual duly justified eligible costs only.

A *Party* that spends more than its allocated share of the *Consortium Budget* will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

8.1.4 Financial Consequences for a leaving *Party*

A *Party* leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission.

Furthermore a *Defaulting Party* shall, within the limits specified in Article 5.2 of this *Consortium Agreement*, bear any additional costs occurring to the other *Parties* in order to perform its and their tasks.

8.2 Budgeting

All resources made available for the *Project* shall be valued in accordance with the usual accounting and management principles and practices of the respective *Parties* and shall be budgeted.

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

8.3 Payments

Payments to *Parties* are the exclusive tasks of the *Coordinator*.

In particular, the *Coordinator* shall:

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

All payments shall be made without undue delay by the *Coordinator* after receipt of funds from the European Commission in accordance with the accepted decisions of the Steering Committee on the *Consortium Budget*, which includes the payment schedule.

Payments to *Parties* will be handled according to the following modality:

- a) The *Coordinator* shall receive all payments made by the Commission. The *Coordinator* undertakes to transfer appropriate sums as specified within this *Consortium Agreement* not later than thirty (30) working days from its receipt thereof from the Commission.
- b) The *Coordinator* will notify each CP on the amount transferred to each CPs bank account. The CPs correct bank details are to be supplied in Annex I of this Agreement.
- c) The *Coordinator* shall receive and distribute the Community's financial contribution proportionally to the CPs as follows:
 - First pre-financing by the Commission:
 - a first payment of seventy-five (75) per cent of the first pre-financing upon receipt of the pre-financing from the Commission;
 - a second payment of twenty-five (25) per cent of the first pre-financing after termination of the first reporting period and receipt of respective reports from the CPs;
 - Second pre-financing (if applicable) by the Commission
 - a third payment of one hundred (100) per cent of the second pre-financing upon receipt of the second pre-financing from the Commission;
 - Final payment by the Commission:
 - a final payment upon receipt of the final payment from the Commission.

The *Coordinator* shall hold the advance payment which has not yet been transferred to specific Contractors.
- d) In the case where a CP does not provide the *Coordinator* with the above-mentioned documents and deliverables or delivery has been outside the deadline requested or deliverables have been non-compliant, such CP shall not receive its concerned contribution allocation, until it remedies such non-delivery, late delivery or non-compliant delivery and upon acceptance by the SC.
- e) No distribution of pre-financing from the Commission will be made for a subsequent part or "tranche" before the prior ones are fully paid.
- f) Any of a CPs indicative budget, as in Annex I, that is not used will be redistributed by the *Coordinator* on the advice and upon voting of the SC to those CPs who require more allowance.

The *Coordinator* is entitled to withhold any advances either due to a *Defaulting Party* or to a Beneficiary not being a *Party*.

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

Section 9: Non-disclosure of information

All information in whatever form or mode of transmission, which is disclosed by a *Party* (the "Disclosing Party") to any other *Party* (the "Recipient") in connection with the *Project* during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days at the latest as confidential information by the Disclosing Party, is "Confidential Information".

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

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

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the *Project* and/or after the termination of employment.

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the *Grant Agreement*;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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

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

If any *Party* becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

Section 10: Publications

Without prejudice to any obligation of confidentiality in respect of another CP's information, publications and oppositions pursuant to the *Grant Agreement* shall accord with the following:

- a) When the Contractors have unanimously agreed a *Project Deliverable*, it is to be available to the public.
- b) All publications by *CPs* relating to the *Project* need to prominently mention the *Project Acronym* and/or full title, EC-funding under FP7, and if possible, the *Project* logo and the corporate design agreed upon by the *CPs*.
- c) In case know-how generated by other *CP/CPs* during the *Project* is used for a publication by another *CP*, these other *CP/CPs* need to be informed of and named in the publication.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This *Consortium Agreement* consists of this body text and

Attachment 1 (Accession document)
Attachment 2 (Listed Affiliated Entities)
Attachment 3 (initial list of members of the *Core Consortium*)
Attachment 4 (bank details of *CPs*)

In case this *Consortium Agreement* is in conflict with the *Grant Agreement*, the terms of the latter shall prevail. In case of conflicts between the appendices and the body text of this *Consortium Agreement*, the latter shall prevail.

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

11.2 No representation, partnership or agency

The *Parties* shall not be entitled to act or to make legally binding declarations on behalf of any other *Party*. Nothing in this *Consortium Agreement* shall be deemed to constitute a joint

venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the *Parties*.

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

Other communication between the *Parties* may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. Minutes).

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this *Consortium Agreement* not explicitly listed in [Article 7.3.6] require a separate agreement between all *Parties*.

11.5 Mandatory statutory law

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

11.6 Language

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

11.7 Applicable law

This *Consortium Agreement* and all clauses in the *Grant Agreement* affecting the rights and obligations between the *Parties* shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

All disputes arising out of or in connection with this *Consortium Agreement*, which cannot be solved amicably, 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.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting *Parties*.

The award of the arbitration will be final and binding upon the *Parties*.

Nothing in this *Consortium Agreement* shall limit the *Parties'* right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Section 12: Signatures

AS WITNESS:

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

Date (DD/MM/YY)

MFG Medien- und Filmgesellschaft Baden-Württemberg mbH

Signature(s)
Klaus Haasis
Managing Director

AS WITNESS:

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

Date (DD/MM/YY)

Steinbeis-Europa-Zentrum (SEZ)

Signature(s)

Prof. Dr. Norbert Höptner

Director

AS WITNESS:

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

Date (DD/MM/YY)

CSP Innovazione nelle ICT s.c. a r.l.(CSP)

Signature(s)
Claudio Inguaggiato
Managing Director

AS WITNESS:

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

Date (DD/MM/YY)

Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region (RP)

Signature(s)

Andrea Bairati

Council of the Local Authority for Research, Innovation and Internalisation Policy of the Piedmont region

AS WITNESS:

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

Date (DD/MM/YY)

Politecnico Torino (PTO)

Signature(s)

Mr. Francesco Profumo

Rector

AS WITNESS:

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

Date (DD/MM/YY)

Imaginove, Rhône-Alpes (IM)

Signature(s)
Olivier Masclef
President

AS WITNESS:

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

Date (DD/MM/YY)

Advantage West Midlands (AWM)

Signature(s)

John Edwards

Chief Executive

Attachment 1: Accession document

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 2: Listed Affiliated Entities

Generalidad Valencia, Spain

FUNDECYT, Extremadura, Spain

The Destree Institut, Belgium

The Digital Hub, Ireland

Torino Internazionale, Italy

Attachment 3: Initial list of members of the Core Consortium

Recipients for Notices

Recipients for Notices in Accordance with Section 12 of this *Consortium Agreement*.

MFG Baden-Wuerttemberg mbH (MFG)

Member of the Core Consortium:

Anna Schlosser

Project Manager

Tel. +49-711-90715-327

Fax +49-711-90715-350

E-mail: schlosser@mfg.de

Breitscheidstr. 4

70174 Stuttgart, Germany

Steinbeis-Europa-Zentrum (SEZ)

Member of the Core Consortium:

Günter Clar

Director Regional Strategies and Innovation

Phone: +49-711-123-4017

Fax: +49-711-123-4011

E-mail: clar@steinbeis-europa.de

Willi-Bleicher-Str. 19

Stuttgart, 70174, Germany

CSP Innovazione nelle ICT s.c.a r.l. (CSP)

Member of the Core Consortium:

Claudio Inguaggiato

Managing Director

Phone: +39-011-4815111

Fax: +39-011-4815001

E-mail: claudio.inguaggiato@csp.it

via Livorno, 60

10144 Torino, Italy

Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region (RP)

Member of the Core Consortium:

Mrs Erica Gay

Director

Phone: +39-011-4321559

Fax: +39-011-4323798

E-mail: erica.gay@regione.piemonte.it

Via Bertola, 34

10100 Torino, Italy

Politecnico de Torino (PTO)

Mr. Giuseppe Scellato

Professor for Economy and Innovation

Member of the Core Consortium:
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Fax: +39-115647299
E-mail: giuseppe.scellato@polito.it
Corso Duca degli Abruzzi, 24
10129 Torino, Italy

Imaginove, Rhône-Alpes (IM)
Member of the Core Consortium:
Mr Ludovic Noël
Director
Phone: +33-4 26 23 41 20
Fax: +33-4 26 68 91 56
E-mail: lnoeel@imaginove.fr
Villa Créatis
2, rue des Muriers – CP 601
69258 LYON cedex, France

Advantage West Midlands (AWM)
Member of the Core Consortium:
Mr Mike Musson
ICT Cluster Manager
Phone: +44-121 380 3628
Fax: +44-121 380 3501
E-mail: MikeMusson@advantagewm.co.uk
3 Priestley Wharf
Holt Street
Aston Science Park
Birmingham B7 4BN, Great Britain

Attachment 4: Bank account of CPs

Coordinator

MFG Baden-Wuerttemberg mbH (MFG)

Name of account holder:

Name of bank:

Account reference: IBAN/sort code and number

Steinbeis-Europa-Zentrum (SEZ)

Name of account holder: Steinbeis GmbH & Co KG für Technologietransfer, c/o Steinbeis-Europa-Zentrum

Name of bank: Deutsche Bank AG Stuttgart

Account reference:

IBAN DE95 6007 0070 0091 0976 00

CSP - Innovazione nelle ICT s.c. a r.l. (CSP)

Name of account holder: CSP - Innovazione nelle ICT s.c. a r.l.

Name of bank: INTESA SANPAOLO S.p.A.

Account reference:

IBAN IT98 C030 6909 2171 0000 0119 827

SWIFT/BIC CODE: BCITITMM

Regional Authority for Research, Innovation and Internationalisation Policy of Piemonte Region (RP)

Name of account holder: Regione Piemonte C/C/B 40777516

Name of bank: Unicredit bank, via Garibaldi 2 -10122 Torino - Italy

Account reference:

IBAN IT/94/V/02008/01044/000040777516

POLITECNICO DI TORINO (PTO)

Name of bank: UNICREDIT BANCA - AG. 60

Account reference:

IBAN IT51N0200801160000002551101/UNCRIDB1AG0/000002551101

Imaginove, Rhône-Alpes (IM)

Name of account holder: IMAGINOVE

Name of bank: CREDIT COOPERATIF LYON SAXE

Account reference:

IBAN FR76 4255 9000 1121 0294 9160 960

BIC CCOPFRPPXXX

Advantage West Midlands (AWM)

Name of account holder: Advantage West Midlands

Name of bank: Barclays Bank

Address: Colmore Row, Birmingham, UK

Account reference:

Sort Code 20 - 07 -71

Account Number - 80 97 016 46

SWIFT - BARCGB22

IBAN - gb27 barc 2007 71 80 97 06 46