

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the ICT-PSP Programme of the European Commission hereinafter referred to as Rules for Participation and the EC ICT PSP Grant Agreement N°250500, adopted on 1 March 2010 hereinafter referred to as the ICT PSP Grant Agreement N°250500 and Annex II adopted on 1 March 2010 hereinafter referred to as Annex II of the ICT PSP Grant Agreement N°250500 and is made on 01/03/2010, hereinafter referred to as "Effective Date"

BETWEEN:

- GEIE ERCIM / W3C,
2004, ROUTE DES LUCIOLES, SOPHIA ANTIPOLIS, 06410 BIOT, FRANCE,
the Coordinator

and

- Biloom Group
- Consiglio Nazionale delle Ricerche, Italy
- Facebook Ireland, Ireland
- Fachhochschule Potsdam, Germany
- Institut Jozef Stefan, Slovenia
- Institutul de Cercetari Pentru Inteligenta Artificiala, Romania
- Language Technology Centre Ltd., United Kingdom
- Lionbridge Belgium, Belgium
- Microsoft Ireland Research, Ireland
- Opera Software ASA, Norway
- SAP AG, Germany
- TAUS B.V., Netherlands
- Teknillinen Korkeakoulu, Finland
- Universidad de Oviedo, Spain
- Universidad Politécnica de Madrid, Spain
- University of Limerick, Ireland
- Vysoka Skola Ekonomicka V Praze, Czech Republic
- Transware Limited (Welocalize), Ireland
- XML-INTL Ltd. , United Kingdom
- European Commission Directorate-General for Translation, Luxembourg
- The Localization Industry Standards Association, Switzerland

hereinafter, jointly or individually, referred to as "*Parties*" or "*Party*" relating to the Project entitled **MultilingualWeb**, hereinafter referred to as "Project"

WHEREAS:

The Parties are funded for the Project to the European Commission as part of the CIP-ICT-PSP-2009-3 Objective 5.2 Multilingual Web content management: standards and best practices, under the funding scheme “Thematic Network”.

The Parties wish to specify and supplement binding commitments among themselves in addition to the provisions of the Grant Agreement, its annexes and the rules for participation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

Capitalised terms used in this Agreement that are not defined herein and that are defined in the MultilingualWeb Grant Agreement, its annexes and the Commission rules for participation shall have the same meaning as in the MultilingualWeb Consortium Agreement and/or the MultilingualWeb Grant Agreement.

- a) “Parties and Commission” shall have the respective meanings herein before given to them.
- b) “Confidential Information” means all information in whatever form or mode of transmission, which has been explicitly marked as “confidential”.
- c) “Consortium” means jointly the beneficiary under the ICT PSP Grant Agreement N°250500 or the Parties to this Agreement.
- d) “Network Budget” means the allocation of all the resources in cash or in kind for the activities, as defined in Appendix I of the Grant Agreement
- e) “Core Members” mean beneficiaries under the MultilingualWeb Grant Agreement, as listed in Appendix I to this Membership Agreement.
- f) “Partners” mean the MultilingualWeb participants listed in the A2 Form including the two unfunded participants.
- g) “Defaulting Party” means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the ICT PSP Grant Agreement N°250500 as specified in Article 4.2 of this Consortium Agreement.
- h) “Project” means the EC funded Thematic Network project known as MultilingualWeb, ICT PSP Grant Agreement N°250500
- i) “MultilingualWeb Grant Agreement” means the ICT PSP Grant Agreement N°250500, including all appendices and annexes
- j) “Technical Annex” means the Annex I to the MultilingualWeb Grant Agreement a copy of which is attached as Appendix III to this Agreement.
- k) Foreground means the results, including information, generated in the course of the project, whether or not they can be protected. Such results include rights related to copyright, design rights, patent rights, or similar forms of protection.

- l) Background means information which is held by beneficiaries prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out the project or for using Foreground.

Article 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning:

- the internal organisation of the Consortium between the beneficiaries and in particular the rights and obligations of the beneficiaries and settlement of disputes between the Partners;
- the management of the Project, and the distribution of the Community financial contribution
- the management of the IPR and access rights to results (when and on what terms the partners and affiliate should access to results)
- the liability and confidentiality arrangement between partners considering the extend of liability toward Third party

Article 3: Entry into force, duration and termination

3.1 This Agreement shall come into force as of the date of its signature and no later than the entry into force of the Grant Agreement, identified at the beginning of this Consortium Agreement.

3.2 This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the ICT PSP Grant Agreement N°250500 and under this Consortium Agreement as well as any amendment or extension thereof.

3.3 However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the ICT PSP Grant Agreement N°250500 (ICT PSP Grant Agreement N°25050 0 ANNEX II General Conditions, Article II.10).

3.4 The provisions relating to Access Rights shall survive during 1 year after the expiration or termination of this Consortium Agreement.

3.5 The provisions relating to Confidentiality shall survive during 2 years after the expiration or termination of this Consortium Agreement.

3.6 The provisions relating to Liability, Applicable Law and Settlement of disputes shall survive 5 years after the expiration or termination of this Consortium Agreement, in accordance with the terms of the ICT PSP Grant Agreement N°250500 and its Annexes. The above is bound by the terms and conditions of the Commission Contractual rules, Annex II General Conditions.

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

Article 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes:

- a) to take part in the efficient implementation of the Network, and to cooperate, perform and fulfil, promptly and on time, all of its obligations; in practice this means attendance;
- b) to notify the Coordinators, of any significant information, fact, problem or delay likely to affect the Project;
- c) to provide promptly all information reasonably required by the Network Coordinator to carry out its tasks;
- d) to take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties;
- e) to ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Grant Agreement, including those governing health, safety and data protection (e.g. host of local workshop).

4.2 Breach

In the event a breach by a Party of its obligations under this Consortium Agreement or the ICT PSP Grant Agreement N°250500 is identified, the Coordinator will give written notice requiring that such breach be remedied within 30 calendar days.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities listed in Appendix 2) 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.

Article 5: Liability towards each other

5.1 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.

Each Party undertakes to use reasonable endeavours not to use knowingly any proprietary rights of a Third Party for which such Party has not acquired the corresponding right of use and/or to grant licenses.

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

5.2 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.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project.

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.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Article 6: Governance structure

6.1 General structure

The organisational structure of the Consortium is comprised of the following Consortium Bodies:

- a) A General Assembly as the main decision-making body of the Project, including the validation of the distribution of the grant.
- b) The Project Coordination team is composed of:
 - the Network Coordinator (NCO) in charge of the implementation of the Network, namely Richard Ishida;
 - the Administrative and Financial Coordinator (AFC) in charge of respecting the contractual obligations, namely Céline Bitoune.
- c) The Task Leader as the local Host Partner in charge of the organisation of the Workshops according to the plan detailed in Annex I.

The Project Coordination team is the legal entity acting as the intermediary between the Parties and the European Commission. The Project Coordination team shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the ICT PSP Grant Agreement N°250500 and this Consortium Agreement.

6.2 General Assembly

- a) The General Assembly shall consist of one representative or its deputy of every Beneficiary; membership list of the General Assembly is attached to this Agreement

in Appendix 5. It is chaired by the Network Coordinator (NCO) for the full project duration.

b) The periodicity is established as an annual ordinary meeting collocated with the two face-to-face meetings. Participation at any meeting of the General Assembly is mandatory and each Party must ensure the participation of its representative or its deputy. The lack of participation to one of these two meetings shall be considered as a breach in the contract, impacting the payment of Commission contribution.

c) The agenda will be prepared by the Network Coordinator (NCO) and discussed during the conference calls. Any agenda item requiring a decision by the General Assembly Members must be identified as such on the agenda.

d) Each member of the General Assembly present in the meeting shall have one vote. The General Assembly shall not deliberate and decide validity unless two-thirds (2/3) of its members are present. All decisions must be taken by a majority of two thirds (2/3) of the General Assembly Members present.

e) The Network Coordinator (NCO) shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft to all of its members within 15 calendar days of the meeting for eventual changes. The Minutes shall be considered as accepted if, within 15 calendar days from sending, no member who was present or represented at the meeting has objected in writing to the chairperson with respect to the accuracy of the draft of the Minutes. The accepted Minutes shall be sent to all of the members of the General Assembly and to the Commission as part of the contractual report due by the Consortium

6.3 Decisions

The General Assembly is responsible for ensuring the strategic decisions of the project, hereafter listed but not limited to:

- (i) Distribution of the Commission funding;
- (ii) Validation of the annual work performed by the partners and implementation of corrective actions if required;
- (iii) Modifications to the ICT PSP Grant Agreement N°250500 and to the Consortium Agreement signed in parallel;
- (iv) Assistance in the evaluation and validation of the progress of the work packages, approval of all official deliverables;
- (v) Joint organisation of the committee which defines the workshop agenda, the targeted attendance, and optimizes the outputs of each event, and validates the workshop reports and recommendations;
- (vi) Declaration of a Party to be a Defaulting Party;
- (vii) Corrective measures to be required from a Defaulting Party;
- (viii) Modification to the Annex I, and more specifically towards the activities related to Workshops (location, agenda, invited speakers, participants, etc...);
- (ix) Suspension of all or part of the Project;
- (x) Termination of the Project and/or the Consortium Agreement.

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8

6.4 Tasks

Each task leader will be responsible for hosting and organising locally one of the events planned in the Annex I (Workshops, face-to-face meetings). The calendar and content of these workshops are detailed in the Annex I in the related Work package. If any change to this plan may be required with respect to the host itself, the location or the content and purpose of the event, it will be treated as a formal and contractual amendment following the formal process of the Commission regulations, as part of the Description of Work (Annex I).

6.5 Project Coordination Team

The Project Coordination Team shall be the intermediary between the Parties and the European Commission. The Project Coordination Team shall not be entitled to act or to make legally binding declarations on behalf of any other Party and cannot enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

The Project Coordination Team shall perform all tasks assigned to it as described in the ICT PSP Grant Agreement N°250500 and in this Consortium Agreement.

In particular, the Network Coordinator shall be responsible for the management of all Work packages and the respective task leaders, in particular with regard to:

- (i) The timely delivery of reports and Work package results to the Commission;
- (ii) The formulation of an implementation plan for the activities within the Work package for the future period, which can imply proposing to the General Assembly changes to Annex I of the Grant Agreement;
- (iii) The monitoring of the effective and efficient implementation of the Project;
- (iv) Informing the General Assembly in case of delay of the performance of the Work package or in case of breach of responsibilities of any Party;
- (v) Providing the analysis and relevant documentation, at the request of the General Assembly, about a presumed breach of responsibilities of a Party under the Work package ;
- (vi) Submission of a proposal of remedies and contingency measures.

By the same token, the Administrative and Financial Coordinator shall be responsible for:

- i) Maintaining the address list of members and other contact persons updated and available;
- ii) Collecting, reviewing consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission;
- iii) Transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to and between the concerned Parties;
- iv) Managing the Community financial contribution and fulfilling the financial tasks described in Article 7.3;
- v) Supplying the Parties, upon request, with official copies or originals of documents which are in the sole possession of the Administrative and Financial Coordinator;

In addition, both Coordinators shall be involved in the following activities:

- (i) Preparation of meetings, writing of minutes of meetings of the General Assembly and any other project meetings in which decisions shall impact the project activity and beneficiaries;
- (ii) Execution and implementation of the decisions of the General Assembly;
- (iii) Collection of information at least every 6 months on the progress of the Project, assessment of the compliance of the Project with the Consortium Plan and, if necessary submission of a corrective plan to the General Assembly (by means of an extraordinary session);
- (iv) Preparation of meetings with the European Commission, related data and deliverables;
- (v) Monitoring of the Risk management strategy;
- (vi) Reporting to the General Assembly;
- (vii) Monitoring the Workshop and face-to-face meeting organisation;
- (viii) Monitoring the compliance of the Parties with their obligations.

If the Project Coordination Team fails in its coordination tasks, the General Assembly may propose to the European Commission to change one of the other Coordinator.

Article 7: Financial provisions

The financial contribution of the European Commission to the Project shall be distributed by the Administrative and Financial Coordinator in accordance with:

- (a) the Network Budget as included in the Consortium Plan;
- (b) the approval of reports by the European Commission;
- (c) the provisions of payment in Article 7.3 of the Grant Agreement.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan. Given the main objective of a Thematic Network, attendance of the meetings listed in the Annex I is deemed mandatory for a beneficiary to claim the full amount of funding as stated in A3 of the Commission table.

Payments to Parties are the exclusive tasks of the Administrative and Financial Coordinator. Given that the grant does not apply on eligible costs but shall be agreed on the basis of a lump sum, the following payment schedule will be set-up in accordance with the Commission calendar:

- M01: 80% of the 1st Advance payment received from the Commission;
- M11: 20% of the 1st Advance payment received from the Commission providing evidence of registration to participate in the 2nd Workshop and General Assembly;
- M13: 80% of the 2nd Advance payment received from the Commission;
- M23: 20% of the 2nd Advance payment received from the Commission providing evidence of registration to participate in the 4th Workshop and General Assembly;
- Final payment shall be transferred once the Commission releases the contractual retention, due to happen after the approval of all reports produced in the second and final year.

The Administrative and Financial Coordinator shall notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references (beneficiaries bank details will be listed but attached in a separated document)

7.1 Central Budget

a) Invited people

In addition, all payments for supporting external participation to the Workshops of invited people shall be made directly to the individual concerned in the form of reimbursement by the Administrative and Financial Coordinator. These funds will be drawn from the Central Budget. The reimbursement is based on 100% of real and actual eligible costs incurred for travel and subsistence, respecting the principle of economic and necessary.

Payments are subject to the provision of original receipts or invoices and proof of invitation to attend the meeting. Note that no salaries or overhead can be reimbursed under this scheme. The Coordinator shall be responsible for processing these claims in an efficient manner and will enter the amounts as part of its cost claims to the Commission.

b) Workshop costs

Any payments relating to financial support negotiated with the Coordinator for the organisation of Workshops and face-to-face meetings (e.g., logistic, catering, dissemination materials) shall be made directly to the institution concerned in the form of reimbursement by the Administrative and Financial Coordinator using funds drawn from the Central Budget. The reimbursement is based on 100% of real and actual eligible costs incurred, in accordance with the initial budget approved between the hosting partner and the Administrative and Financial Coordinator (excluding any VAT).

Payments are subject to the provision of original receipts or invoices. Note that no salaries or overhead can be reimbursed under this scheme. The Coordinator shall be responsible for processing these claims in an efficient manner and will enter the amounts as part of its cost claims to the Commission.

7.2 Retention, recovery

The Administrative and Financial Coordinator is entitled to withhold any advances or reimbursement either due to a Defaulting Party or to a beneficiary not being a Party, until final decision and vote of the General Assembly.

In the same token, the Administrative and Financial Coordinator is entitled to recover any advances already paid to a Defaulting Party.

Article 8: Foreground

8.1 Applicability of the Grant Agreement

Regarding Foreground, ICT PSP Grant Agreement N°250 500 Article II.12 to 15 shall apply with the additions of Article 8.2 – Article 8.4 of this Agreement.

8.1.1 ICT PSP Grant Agreement v2 (for projects from call 2009 onwards)
[PART B: RULES RELATING TO INTELLECTUAL PROPERTY, PUBLICITY AND CONFIDENTIALITY]

Article II.12 - Ownership of Foreground

- a. Foreground shall be the property of the beneficiary carrying out the work generating that Foreground.
- b. Where several beneficiaries have jointly carried out the work generating the Foreground and where their respective shares of the work cannot be ascertained, they shall have joint ownership of the Foreground. They shall establish an agreement among themselves on the allocation and exercise of that joint ownership.
- c. If persons hired by a beneficiary are entitled to claim rights to Foreground, the beneficiary shall ensure that these rights are exercised in a manner compatible with its obligations under this Consortium Agreement.

Article II.13 – Protection of Foreground

Where the Foreground has industrial or commercial application, its owner shall provide adequate and effective protection, having due regard for its own legitimate interests and other legitimate interests, particularly the commercial interests, of the other beneficiaries.

Where a beneficiary who is not the owner of the Foreground invokes a legitimate interest, it shall show that it would suffer disproportionately great harm.

Article II.14 – Use and dissemination of Foreground

- a. The beneficiaries shall use the Foreground which they own or ensure that it is used.
- b. Each beneficiary shall ensure that the Foreground which it owns is disseminated as swiftly as possible. If it fails to do so, the Commission may disseminate that Foreground.
- c. Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the Foreground.
- d. At least 45 days prior notice of any dissemination activity shall be given to the other beneficiaries concerned, including sufficient information concerning the envisaged dissemination activity and the data to be disseminated.

Following notification, any of those beneficiaries may object to the envisaged dissemination activity within 30 days of notification if it considers that its legitimate

interests in relation to its Foreground could suffer disproportionately great harm. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

The beneficiaries may agree in writing on different time-limits to those set out in this paragraph, which may include a deadline for determining the appropriate steps to be taken, or may waive their right to prior notice for specific or all dissemination activities.

Article II.15 – Access rights to Foreground

- a. Access rights to Foreground shall be granted to the other beneficiaries, if it is needed to enable those beneficiaries to carry out their own work under the project.
- b. Beneficiaries shall enjoy access rights to Foreground, if it is needed to use their own Foreground. A request for such access rights for use may be made up to one year after the end of the project or termination of participation by the owner of the Foreground concerned, unless the beneficiaries concerned agree on a different time-limit.
- c. Access rights shall be granted on a royalty-free basis, unless the beneficiaries concerned agree otherwise.

8.1.2 Specific case of Parties entering or leaving the Consortium

- a) New Parties entering the Consortium: All Foregrounds developed before the accession of the new Party shall be considered to be Background with regard to said new Party.
- b) Parties leaving the Consortium: A Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

8.2 Ownership / Joint Ownership

As far as the Project produces Foreground, the Foreground will remain with the participant who made that Foreground. In case of collaboration of several partners, all collaborating partners acquire shared copyright on said Foreground.

Partners holding shared copyright on Foreground from the Project can execute all rights out of this shared copyright without prior agreement by the other holders of the said shared copyright. This includes use by each joint owner for its own academic research, and the right to grant non-exclusive licenses, including the right to publish the information.

Contributions, minutes and discussions of the Project's workshops will be made public by W3C under the W3C Document license. Minutes of face-to-face minutes will be also made public by W3C under the W3C Document license.

As far as they contribute, all participants hereby agree to grant W3C a non-exclusive worldwide license to publish their contributions under the W3C Document license.

8.3 Dissemination

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.14 of the Grant Agreement.

- c) Prior notice of publication of Foreground shall be provided to the other Parties at least 20 days prior to the publication of Foreground via the General Assembly mailing list. If, by the time of the publication of Foreground, no Party has objected, the publication of Foreground is granted by all partners.
- d) The objecting Party has to show that its legitimate interests will suffer great harm and shall include a request for necessary modifications.
- e) In case a solution cannot be found among the Parties concerned, the final decision shall be taken by the next General Assembly.

8.4 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party may not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without aforementioned approval process.

8.5 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, and publication which include their Foreground. No obligations to share Background can be derived out of this Consortium Agreement. However, confidentiality and publication clauses have to be respected.

8.6 Use of names, logos or trademarks

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

Article 9: Non-disclosure of information

9.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” is “Confidential Information”. When information is disclosed orally and 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 also “Confidential Information”.

9.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 3 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.

9.3 The period of confidentiality shall be from the date of such transmission until three years after the end of the Project, unless the Parties involved agree to a different period of confidentiality.

9.4 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.

9.5 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;

- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Confidential Information is required to be disclosed by applicable laws or regulations or court or administrative order.

9.6 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.

9.7 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.

9.8 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.

9.9 Nothing contained in this Agreement shall prevent the submission of a thesis or dissertation to examiners in accordance with the normal regulations of the appropriate Party subject where necessary to the examiners being bound by conditions of confidentiality in no less terms than those outlined in this Article 10, nor to the placing of such thesis or dissertation in the library of the appropriate Party provided that access to such thesis or dissertation shall only be available on conditions of confidentiality no less onerous than those contained in this Article 10.

9.10 The confidentiality obligations under this Consortium Agreement and the ICT PSP Grant Agreement N°250500 shall not prevent the communication of Confidential Information to the European Commission.

Article 10: Miscellaneous

This Consortium Agreement consists of this body text and:

- Appendix 1 (Core Members and representative)
- Appendix 2 (Listed Affiliated Entities)
- Appendix 3 (Initial list of members and other contact persons)
- Appendix 4 (Member General Assembly)

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

10.1 No Partnership or Agency

Nothing in this Consortium Agreement shall create a partnership or agency between the Parties or any of them.

10.2 No implied license

Except as explicitly granted in this Consortium Agreement or in the MultilingualWeb Grant Agreement, no license, immunity, or other right is granted or assigned under this Consortium Agreement or the ICT PSP Grant Agreement N°250500, either directly or indirectly, by implication, or otherwise, to any Party or any of its affiliates with respect to any IPR of the other Parties or their affiliates.

10.3 Assignment of employees

Unless specifically agreed otherwise in writing, no provision in this Consortium Agreement will limit any of the Parties' or their respective affiliates' rights either under the ICT PSP Grant Agreement N°250500 or generally, to assign and/or re-assign, in any way they may choose, those of their employees who participate in the Project.

10.4 Applicable law

This Consortium Agreement and all clauses in the ICT PSP Grant Agreement N°250500 affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

10.5 Settlement of disputes

10.5.1 The Parties shall endeavour to resolve amicably any disputes arising out or in connection with this Consortium Agreement.

10.5.2 All disputes arising out or in connection with this Consortium Agreement, which cannot be solved amicably among the Parties concerned, shall be referred to the General Assembly for review.

10.5.3 All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably either among the Parties concerned or at

Management Board level, 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 (see also at this url: http://www.iccwbo.org/uploadedFiles/Court/Arbitration/other/rules_arb_english.pdf).

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

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

10.5.6 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.

Article 11: Signatures

This Consortium Agreement shall be executed in twenty (20) counterparts. The Coordinator and every Party shall each sign and stamp twenty counterparts of their respective signature page.

IN WITNESS WHEREOF, the Parties have executed this Consortium Agreement in 20 original copies.

Party 1, the Coordinator, GEIE ERCIM

Name (Authorized to sign): _____

Title: _____

Signature: _____

Stamp: _____

TO BE CONT'...

[Appendix 1: Core Members and representative]

- **GEIE ERCIM** (GEIE ERCIM), established in 2004, ROUTE DES LUCIOLES SOPHIA ANTIPOLIS, 06410 BIOT - FRANCE, represented by its legal/statutory representative, Mr. Jerome CHAILLOUX, Manager;

- **BIOLOOM GROUP PROF. DR. JÖRG SCHÜTZ** (BIOLOOM), established in BAHNHOFSTRASSE 12, 66424 HOMBURG - GERMANY, represented by its legal/statutory representative, Prof. Jörg Schütz, Founder and Principal of Bioloom Group, or his authorised representative,

- **CONSIGLIO NAZIONALE DELLE RICERCHE** (CNR), established in PIAZZALE ALDO MORO 7, 00185 ROMA - ITALY, represented by its legal/statutory representatives, Dr. Andrea Bozzi, Director, and/or Dr. Domenico Laforenza, Director, or their authorised representatives,

- **FACEBOOK IRELAND LIMITED** (FACEBOOK), established in HANOVER QUAY 5-7 HANOVER REACH, 0000 DUBLIN - IRELAND, represented by its legal/statutory representative, Mr. Colm Long, Director, or his authorised representative,

- **FACHHOCHSCHULE POTSDAM** (UAS POTSDAM), established in PAPPELALLEE 8-9, 14469 POTSDAM - GERMANY, represented by its legal/statutory representatives, Mr. Johannes Vielhaber, Rector, and/or Mr. Rainald Wurzer, Chancellor, or their authorised representatives,

- **INSTITUT JOZEF STEFAN** (IJS), established in JAMOVA 39, 1000 LJUBLJANA - REPUBLIC OF SLOVENIA, represented by its legal/statutory representative, Dr. Jadran Lenarcic, Director, or his authorised representative,

- **INSTITUTUL DE CERCETARI PENTRU INTELIGENTIA ARTIFICIALA** (ICIA), established in CALEA 13 SEPTEMBRIE SECTOR 5 13, 050711 BUCHAREST - ROMANIA, represented by its legal/statutory representative, Prof. Dan Ioan Tufis, Director of Research, or his authorised representative,

- **LANGUAGE TECHNOLOGY CENTRE LIMITED** (LTC), established in KINGSTON HILL 5-7, KT2 7PW KINGSTON - UNITED KINGDOM, represented by its legal/statutory representative, Dr. Adriane Rinsche, Director, or her authorised representative,

- **LIONBRIDGE BELGIUM** (LIONBRIDGE), established in AVENUE JULES MALOU 57, 1040 BRUSSELS - BELGIUM, represented by its legal/statutory representative, Mr. Rudy Tirry, Country Manager, or his authorised representative,

- **MICROSOFT IRELAND RESEARCH** (MICROSOFT), established in SIR JOHN ROGERSON'S QUAY 70, DUBLIN 2 DUBLIN - IRELAND, represented by its legal/statutory representative, Mr. Tom Heerey, Corporate Attorney, or his authorised representative,

- **OPERA SOFTWARE ASA** (OPERA), established in WALDEMAR THRANES GATE 98, 0175 OSLO - NORWAY, represented by its legal/statutory representative, Mr. Rikard Gillemyr, Director, or his authorised representative,

- **SAP AG** (SAP), established in DIETMAR HOPP ALLEE 16, 69190 WALLDORF - GERMANY, represented by its legal/statutory representatives, Mr. Jim Hagemann Snabe, Executive Board Member, and/or Mr. Joachim Hechler, Executive Vice President, SAP Business Suite Core, or their authorised representatives,

- **J.D. VAN DER MEER BELEGGINGEN B.V.** (TAUS), established in OOSTEINDE 9,

1483 AB DE RIJP - THE NETHERLANDS, represented by its legal/statutory representative, Mr. Jaap Van der Meer, Director, or his authorised representative,

- **AALTO-KORKEAKOULUSAATIO** (AALTO), established in OTAKAARI 1, 00076 AALTO - FINLAND, represented by its legal/statutory representatives, Prof. Heikki Mannila, Vice President, and/or Prof. Martti Raevaara, Vice President, or their authorised representatives,

- **UNIVERSIDAD DE OVIEDO** (UO), established in CALLE SAN FRANCISCO 3, 33003 OVIEDO - SPAIN, represented by its legal/statutory representative, Mr. Santiago Garcia Granda, Vicerrector de Investigación (Vice-Chancellor for Research), or his authorised representative,

- **UNIVERSIDAD POLITECNICA DE MADRID** (UPM), established in CALLE RAMIRO DE MAEZTU 7, 28040 MADRID - SPAIN, represented by its legal/statutory representative, Prof. Gonzalo León, Vicerrector de Investigacion, or his authorised representative,

- **UNIVERSITY OF LIMERICK** (UNIVERSITY OF LIMERICK), established in NATIONAL TECHNOLOGICAL PARK, PLASSEY - LIMERICK - IRELAND, represented by its legal/statutory representative, Prof. Brian Fitzgerald, Vice President Research, or his authorised representative,

- **VYSOKA SKOLA EKONOMICKA V PRAZE** (VEVP), established in W CHURCHILL SQUARE 4, 130 67 PRAHA 3 - CZECH REPUBLIC, represented by its legal/statutory representative, Prof. Richard Hindls, Prof. Ing., or his authorised representative,

- **WELOCALIZE LIMITED** (WELOCALIZE), established in BLOCK G FLOOR 2 CHERRYWOOD BLOCK AD, 18 DUBLIN - IRELAND, represented by its legal/statutory representative, Mr. Eugene Mc Ginty, Director, or his authorised representative,

- European Commission Directorate-General for Translation, European Commission

- EUFO 1281, 10, rue R.Stumper L-2557 GASPERICH, represented by Mr. Spyridon Pilos,

- The Localization Industry Standards Association, LISA Headquarters, Domaine en Praël CH-1323 Romainmôtier – Switzerland, represented by Arle Lommel, Director of standards.

[Appendix 2: Listed Affiliated Entities ie third parties]

IF APPLICABLE PLEASE LIST THEM AFTER HEREAFTER OTHERWISE PLEASE ENTER NOT APPLICABLE

- **GEIE ERCIM:**

For the purpose of this contract, the following Third Parties are linked to GEIE ERCIM (Members of the GEIE):

- a) Centrum voor Wiskunde en Informatica (CWI), The Netherlands
- b) French National Institute for Research in Computer Science and Control (INRIA), France
- c) Fraunhofer Information and Communication Technology Group (FhG), Germany
- d) Science and Technology Facilities Council (STFC), UK
- e) The Italian National Research Council (CNR), Italy
- f) Foundation for Research and Technology - Hellas (FORTH), Greece
- g) Warsaw University (PLERCIM), Poland
- h) The Swedish Institute of Computer Science (SICS), Sweden

- **Microsoft, Microsoft Ireland Research**

Microsoft Corporation, represented by Jan Nelson, Senior Program Manager lead, Windows International

[Appendix 3: Initial list of members and other contact persons]

Table 1: Contact persons Overview

Beneficiary	Participant	Contact person	Email
CR01	ERCIM	Richard Ishida	ishida@w3.org; celine.bitoune@ercim.org
CR02	BIOLOOM GROUP PROF. DR. JÖRG SCHÜTZ	Schütz Jörg	joerg@biloom.de
CR03	CONSIGLIO NAZIONALE DELLE RICERCHE	Calzolari Zamorani Nicoletta	glottolo@ilc.cnr.it
CR04	FACEBOOK IRELAND	Haddad Ghassan	ghaddad@facebook.com
CR05	FACHHOCHSCHULE POTSDAM	Sasaki Felix	felix.sasaki@fh-potsdam.de
CR06	INSTITUT JOZEF STEFAN	Grobelnik Marko	marko.grobelnik@ijs.si
CR07	INSTITUTUL DE CERCETARI PENTRU INTELIGENTIA ARTIFICIALA	Tufis Dan	tufis@racai.ro
CR08	LANGUAGE TECHNOLOGY CENTRE LIMITED	Rinsche Adriane	adriane.rinsche@langtech.co.uk
CR09	LIONBRIDGE BELGIUM	Chiavetta Claudio	claudio.chiavetta@lionbridge.com
CR10	MICROSOFT IRELAND RESEARCH	Schmidtke Dag	dags@microsoft.com
CR11	OPERA SOFTWARE ASA	Swan Henny	hennys@opera.com
CR12	SAP AG	Lieske Christian	christian.lieske@sap.com
CR13	TAUS B.V.	van der Meer Jaap	jaap@translationautomation.com
CR14	AALTO - TEKNILLINEN KORKEAKOULU	Honkela Timo	timo.honkela@tkk.fi
CR15	UNIVERSIDAD DE OVIEDO	Valdés Cristina	cris@uniovi.es
CR16	UNIVERSIDAD POLITECNICA DE MADRID	Bellido Triana Luis	lbt@dit.upm.es
CR17	UNIVERSITY OF LIMERICK	Schäler Reinhard	Reinhard.Schaler@ul.ie
CR18	VYSOKASKOLA EKONOMICKA V PRAZE	Kosek Jiri	jrka@kosek.cz
CR19	TRANSWARE LIMITED	Clarke David	david.clarke@welocalize.com
CR20	XML-INTL LTD.	Zydron Andrzej	azydron@xml-intl.com

[Appendix 4: General Assembly]

MEMBER GENERAL ASSEMBLY AND DEPUTY (MGA):

Same contact as above listed in "Table 1: Contact persons Overview". Otherwise please precise hereafter the name of the member appointed to attend the Annual General Assembly meeting and its deputy.

Beneficiary	Participant	MGA representative	Deputy MGA	Emails
CR01	ERCIM			
CR02	BIOLOOM GROUP PROF. DR. JÖRG SCHÜTZ	Schütz Jörg	Christiane Schütz and Alexandra Weissgerber	dialog@biloom.de (central admin email)
CR03	CONSIGLIO NAZIONALE DELLE RICERCHE			
CR04	FACEBOOK IRELAND	Ghassan Haddad	Chiara Pacella	chiara.pacella@facebook.com
CR05	FACHHOCHSCHULE POTSDAM			
CR06	INSTITUT JOZEF STEFAN	Marko Grobelnik	Dunja Mladenic	dunja.mladenic@ijs.si
CR07	INSTITUTUL DE CERCETARI PENTRU INTELIGENTIA ARTIFICIALA		Dr. Radu Ion	radu@racai.ro
CR08	LANGUAGE TECHNOLOGY CENTRE LIMITED	Rinsche Adriane		
CR09	LIONBRIDGE BELGIUM			
CR10	MICROSOFT IRELAND RESEARCH	Schmidtke Dag		jann@microsoft.com
CR11	OPERA SOFTWARE ASA			
CR12	SAP AG			
CR13	TAUS B.V.			
CR14	AALTO - TEKNILLINEN KORKEAKOULU	Dr. Timo Honkela	Dr. Krista Lagus	krista.lagus@tkk.fi
CR15	UNIVERSIDAD DE OVIEDO			
CR16	UNIVERSIDAD POLITECNICA DE MADRID	Luis Bellido	Encarna Pastor	<encarna@dit.upm.es>
CR17	UNIVERSITY OF LIMERICK	Schäler Reinhard	Karl Kelly	karl.kelly@ul.ie
CR18	VYSOKASKOLA EKONOMICKA V PRAZE	Kosek Jiri	Not nominated	
CR19	TRANSWARE LIMITED	David Clarke	Tom Gannon	tom.gannon@wocalize.com
CR20	XML-INTL LTD.			