

**Consortium Agreement
concerning the EC-Project**

**Nano Scale Disruptive Silicon-Plasmonic Platform for
Chip-to-Chip Interconnection - NAVOLCHI**

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE
COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings,
research centres and universities in actions under the Seventh Framework Programme and for
the dissemination of research results (2007-2013) hereinafter referred to as Rules for
Participation and the European Commission Grant Agreement, adopted on 10 April 2007,
hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007
Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is
made on 2011-11-01, hereinafter referred to as "Effective Date"

BETWEEN:

1. **Karlsruhe Institute of Technology**, hereinafter referred to as KIT, whose registered
office is at Kaiserstraße 12, 76131 Karlsruhe, Germany

- the Coordinator -
2. **Interuniversitair Micro-Electronics Centrum vzw** (Register of Legal Entities Leuven
VAT BE 0425.260.668, hereinafter referred to as IMEC, whose registered office is at
Kapeldreef 75, 3001 Leuven, Belgium,
3. **Ghent University**, hereinafter referred to as UGent, whose registered office is at ...,
4. **Technische Universiteit Eindhoven**, hereinafter referred to as TUE, whose registered
office is at Den Dolech 2, 5612AZ, Eindhoven, the Netherlands,
5. **Research and Education Laboratory in Information Technology**, hereinafter referred
to as AIT, whose registered office is at Adrianou 2 and Papada, 1525 Athens, Greece,
6. **University of Valencia**, hereinafter referred to as UVEG, whose registered office is at Av.
Blasco Ibáñez 13, 46010 Valencia, Spain,
7. **STMicroelectronics S.r.l.**, hereinafter referred to as ST-I, whose registered office is at
Via Camillo Olivetti n. 2, 20864 Agrate Brianza (MB), Italy.

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

relating to the Project entitled

Nano Scale Disruptive Silicon-Plasmonic Platform for Chip-to-Chip Interconnection

in short

NAVOLCHI

hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal
for the Project to the European Commission as part of the Seventh Framework Programme of the
European Community for Research, Technological Development and Demonstration Activities
under the funding scheme of "Collaborative Project".

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

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

“Consortium Agreement”

Consortium Agreement means this written agreement entered into by the Parties in respect of the Project including any appendices, attachments or exhibits hereto.

“Consortium Plan”

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

“Consortium Budget”

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

“Consortium Bodies”

Consortium Bodies mean all the committee, boards and representatives of them which constitute the governance structure of the Project.

“Defaulting Party”

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

“Needed” means:

For the implementation of the Project:

Kommentar: ST and IMEC suggested to add a definition of Affiliated Entities.

A definition is not necessary because Annex II.1 gives a definition.

Kommentar: Addition suggested by IMEC. Acceptable for KIT.

Kommentar: Addition suggested by ST.

Acceptable for KIT.

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

For Use of own Foreground:

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

“Party(ies)”

Party(ies) means a party or party identified as such in and having signed the Consortium Agreement or a subsequent Declaration of Accession.

Kommentar: Addition suggested by IMEC. Acceptable for KIT.

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

This Consortium Agreement shall have effect as from the date of signature of the Parties identified in the heading with retroactive effect from the Effective Date identified at the beginning of this Consortium Agreement.

Kommentar: Suggested by IMEC. Acceptable for KIT.

A new party enters the Consortium upon signature of the accession document **Attachment 3** by the new party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality obligations, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Kommentar: Acceptable suggestion of IMEC

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

Kommentar: Acceptable addition made by IMEC.

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

4.2 Breach

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party is entitled to involve subcontractors (including but not limited to Affiliated Entities) for the performance of its obligations under this Consortium Agreement and the EC-GA but only to the extent that such is expressly permitted under the EC-GA. A Party that enters into a subcontract or otherwise involves subcontractors third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its tasks of the Project. The involvement of such subcontractors shall not relieve that Party from any of its obligations, representations, warranties and liabilities under this Consortium Agreement and the EC-GA and any act or omission by such subcontractor shall be solely liable for such subcontractor's compliance with the provisions of this Consortium Agreement and of the EC-GA. It has to ensure that the involvement of subcontractors does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA.

Kommentar: Modifications/additions suggested by IMEC. Acceptable for KIT.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay and shall use its best endeavours to remedy any default or delay occasioned thereby forthwith upon such event ceasing to apply. 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.

Kommentar: University of Valencia prefers to keep "...or by a breach of confidentiality".

KIT: Due to our status as corporation under public law we are obliged to limit our liability as far as possible. Therefore we adhere to the present wording. Apart from that all other partners did not object to this wording.

Kommentar: ST suggested to add "and the sum of EUR 500.000,00".

KIT did not accept it because it would result in a disadvantage for those partners whose share of the total cost of the project is less than €500.000,00.

Kommentar: Acceptable modification made by IMEC.

Kommentar: Addition made by ST which is acceptable for KIT.

Section 6: Governance structure

6.1 General structure

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

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

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

Work Package Technical Group as management group for the Work Packages.

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

The Technical Project Manager with the responsibilities fixed in Section 6.6

6.2 General operational procedures for the Consortium Bodies General Assembly and the Project Management Committee

Kommentar:
Modification suggested by ST
and accepted by KIT.

6.2.1 Representation in meetings

Any member of the General Assembly and/or the Project Management Committee (hereinafter referred to as "Member"):

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

The chairperson of a Consortium Body under this section 6.2 shall convene meetings of that Consortium Body.

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	At least once a year	At any time upon written request of the Project Management Committee or 1/3 of the Members of the General Assembly
Project Management Committee	At least quarterly	At any time upon written request of any Member of the Project Management Committee

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	45 calendar days	15 calendar days
Project Management Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

The chairperson of a Consortium Body under this Section 6.2 shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Project Management Committee	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body under this Section 6.2 must be identified as such on the agenda.

Any Member of a Consortium Body under this Section 6.2 may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Project Management Committee	2 working days

6.2.2.5 During a meeting the Members of a Consortium Body under this Section 6.2 present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of any Consortium Body under this Section 6.2 a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of that Consortium Body.

6.2.2.7 Meetings of each Consortium Body under this Section 6.2 may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body under this Section 6.2 shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.2.3.2 Each Member of a Consortium Body under this Section 6.2 present or represented in the meeting shall have one (1) vote.

6.2.3.3 Defaulting Parties may not vote.

Unless otherwise agreed herein decisions shall be taken by a majority of two-thirds (2/3) of the votes.

6.2.4 Veto rights

6.2.4.1 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 a Consortium Body under this Section 6.2 may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 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 fifteen (15) days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body under this Section 6.2 shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 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.

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body under this Section 6.2 shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within ten (10) calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within fifteen (15) calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted Minutes to all Parties and to the Coordinator, who shall safeguard them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Article 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member) able to represent the Party's interests.

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 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.

6.3.1.2 Decisions

Kommentar: Modification requested by IMEC and TU: KIT accepted the deletion of "senior2 and "with budget responsibility". The deletion of "able to represent the Party's interest" is not acceptable. The General Assembly must be able to take decisions.

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Project Management Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- **Additions to Attachment 4 (Listed Affiliated Entities)**
- Additions to Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

Evolution of the Consortium

- Entry of a new party to the Consortium and approval of the settlement on the conditions of the accession of such a new party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

On the basis of Annex I, the appointment of:

- Work Package Leaders according to Annex I of the EC-GA
- Technical Project Manager

6.3.2 Project Management Committee (PMC)

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.2.1 Members

The PMC shall consist of the Technical Project Manager, the Coordinator and the Work Package Leaders (hereinafter Executive Members).

The Technical Project Manager shall chair all meetings of the PMC, unless decided otherwise.

6.3.2.2 Decisions

Decisions of the PMC will be taken by consensus. In case of conflict or for decisions which are beyond its responsibilities, the PMC will refer to the General Assembly.

6.3.2.3 Minutes of meetings

Minutes of PMC meetings, once accepted, shall be sent by the Technical Project Manager to the General Assembly Members for information.

6.3.2.4 Tasks

6.3.2.4.1 The PMC shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.4.2 It shall seek a consensus among the Parties.

6.3.2.4.3 The PMC shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.4.4 The PMC shall monitor the effective and efficient implementation of the Project.

6.3.2.4.5 In addition, the PMC shall collect information at least every six (6) months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.4.6 The PMC shall especially:

- support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.
- approve the deliverables
- prepare dissemination and communications with support of Work package 7
- analyse and suggest solutions on technical issues

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the PMC shall advise the General Assembly on ways to rearrange tasks/Work Packages and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- Collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Transmitting documents and information connected with the Project to any other Parties concerned

- Administering the financial contribution of the European Union and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

6.5 Work Package Technical Group

The Work Package Technical Group is composed of all the members of the Work Packages and is chaired by the Work Package Leaders. The Work Package Technical Group takes the technical guidelines from the PMC, makes further technical choice to implement these directives and produce deliverables.

Meetings of the Work Package Technical Group are convened before the PMC meetings and can be called and organized by the Work Package Leaders. Decisions will be taken by consensus. In case a consensus can not be reached, it will refer to the PMC.

6.6 Technical Project Manager

The Technical Project Manager will have the following responsibilities:

- Chair of the Project Management Committee
- Liaisons between the Project Management Committee and the General Assembly
- Technical relationship and coordination with other relevant R&D projects
- Supervision of the overall technical progress of the project
- Consolidation of the technical reports
- Preparation of minutes of the General Assembly, and follow-up of its decisions
- Follow-up and coordination of all technical work-packages
- Transmission of any documents and information connected with the Project between the Parties.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Community Financial Contribution

The Community financial contribution of the Union 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 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

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

A Party leaving the Consortium shall refund all payments it has received except the amount of expended eligible costs accepted by the European Commission or another contributor.

Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

Kommentar:
Modification suggested by IMEC. Acceptable for KIT.

7.2 Budgeting

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

7.2.1 Budgeted costs eligible for 100% reimbursement

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

- Banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- Costs of Parties related to calls for new Beneficiaries
- Costs related to updating this Consortium Agreement
- Management costs of the Coordinator and the Technical Project Manager
- Costs related to the tasks of the Project Management Committee
- Intellectual property protection costs
- Costs for publications
- Costs for the tasks of chairpersons
- Any other costs eligible for 100% reimbursement.

Kommentar:

TUE suggested to delete this article.
This article is meant to create awareness for all cost eligible for 100% reimbursement and to offer a possible order of priority.
Therefore we kept on it.

7.2.2 Budgeting of coordination costs

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

Kommentar:

@ TUE: We do not delete this article for the following reason (see Desca):

This article reflects fully what is laid down in the GA, but as often overlooked, is repeated here to safeguard the Consortium of surprises during execution. Cost of coordination of research is considered as RTD costs and will be funded accordingly ; however cost for the coordination of the consortium are management costs and in principle paid at 100% - as elucidated above.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator

In particular, the Coordinator shall:

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

7.3.2

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay (as far as possible within thirty (30) days as from the receipt from the Commission) and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

Kommentar: @ IMEC and TUE: We will do our very best to pay the funds within this period, however we cannot ensure it as suggested by your wording.

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

Section 8: Foreground

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

8.1 Joint ownership

In case of joint ownership of Foreground in this Project, such Foreground shall be jointly owned in equal and undivided shares by the Parties concerned, and each of the joint owners shall be entitled to Use the joint Foreground for non-commercial purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s); each of the joint owners may only use the jointly owned Foreground for commercial purposes or grant non-exclusive licences, without any right to sub-license, to third parties subject to the following conditions:

Kommentar: Additions suggested by ST and acceptable for KIT.

- i) the prior written consent of the other joint owner(s) which shall not be reasonably withheld and
- ii) fair and reasonable compensation must be provided to the other joint owner(s)

Kommentar:

Kommentar: This modification made by University of Ghent and TUE we consider as reasonable compromise.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.2 Transfer of Foreground

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

8.2.2 Each Party may identify in Attachment 5 specific third parties to whom this Party intends to transfer, of whole or in part, the ownership of its Foreground. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

Kommentar: Modifications suggested by IMEC. Acceptable for KIT.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (5) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3 Dissemination

8.3.1 Publication

Kommentar: @ IMEC: This section does not concern only joint publications.

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions. Prior notice of any planned publication shall be given to the other Parties concerned at least thirty (30) 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Kommentar: The shorter period- suggested by TUE- is acceptable for KIT.

Kommentar: ST suggested 60 days.

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Confidential Information, Foreground or Background is adversely affected.

This period seems too long for KIT. How do the other partners think about it?

Kommentar: The deletion of this clause – requested by TUE- is not acceptable for KIT.

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

Kommentar: This addition made by TUE we consider it reasonable.

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. However, the scientific quality of the publication must be maintained and a publication may be delayed for maximum of sixty (60) calendar days following the objection.

Kommentar: @ IMEC: The period of six months is too long for research institutions and universities.

Kommentar: @ TUE:

Why do you request the deletion of this Article? Art. 8.3.2 is a clarification that Art. 8.3.1 only applies to OWN Background and Foreground. Where Background and Foreground of ANOTHER Party wants to be published, as a basic rule the prior written approval of that other Party is needed. The mere absence of an objection according to 8.3.1 is therefore not considered as an approval as 8.3.1 does not apply in this case, unless decided otherwise.

Therefore we do not

Kommentar: @ IMEC: "solely owned" is not necessary, see remark above.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

9.1.1 The Parties shall identify in the Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA. Such identification may be done by e.g.

- subject matter and possibly in addition by
- naming a specific department of a Party.

Kommentar:

Kommentar: @ IMEC: What is the reason for deletion of this wording. The second clause is not a "must" rather an option.

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice.

However, only the General Assembly can permit a Party to withdraw any of its Background from Attachment 1.

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2.

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the General Assembly can permit a Party to add Background to Attachment 2.

Kommentar: @ ST: See the explanation of DESCA:

The EC-GA Article II.31 mentions both the possibility to define the Background needed for the Project AND to exclude specific Background. It thus cites both the concept of a positive list and of a negative list.

DESCA's OPTION 1 therefore allows both lists and clearly states that anything not listed on a positive list is excluded from Access Rights. This gives participants the legal certainty regarding the positive list.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

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

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

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

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7 The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Project are deemed granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

Kommentar:
Acceptable modification of IMEC.

Kommentar:
Suggested addition of "paid-up" by ST it is not necessary because the term "royalty-free" is in this respect clear enough.

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted upon bilateral written agreement on Fair and Reasonable conditions.

Access Rights to Foreground for internal research activities and teaching activities shall be granted on a royalty-free basis.

Kommentar: @ ST: see remark above.

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

9.4.3 A request for Access Rights to Foreground and/or Background may be made up to twelve (12) months after the end of the Project or, in the case of Art. 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

Kommentar: @ TUE:

Six months are not acceptable, see Annex II.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the same conditions as the Parties and having regard to the EC-GA Article II.34.3.

Kommentar:
Suggested addition made by ST. Acceptable for KIT.

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that:

- they hold a licence on Foreground developed by a Party they are affiliated to; and
- they Need Access Rights in order to Use such Foreground; and
- they are established in a Member State or an Associated Country; and they are listed in [Attachment 4 (Listed Affiliated Entities)] to this Consortium Agreement.

Kommentar: Addition suggested by IMEC. Acceptable for KIT

Such Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Kommentar: ST suggested to delete "Fair and Reasonable conditions".

Affiliate Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

It is not acceptable for KIT because there is no reason why Affiliates should not pay royalties.

Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

If an Affiliate Entity fails in any material aspect to comply with the undertaking given by it as above, and fails to rectify such non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate.

Kommentar: Addition suggested by IMEC. Acceptable for KIT.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Article 9.4.2.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

10.1 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", or when disclosed orally or other intangible manner, has been identified as confidential at the time of such disclosure and has been confirmed and designated in writing within thirty (30) calendar days from such disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

Kommentar:
Modifications suggested by IMEC. Acceptable for KIT.

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

Kommentar:
Acceptable modification made by IMEC.

Kommentar: @ IMEC: The end of the Project counts.

- 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 whereby "internal distribution" means the disclosure of Confidential Information only to an employee, consultant(s), (Ph.D.) student(s) or subcontractor(s) involved in the performance of the Project; and
- to return or rather to destroy 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.

Kommentar: At IMEC: The addition is not understandable. If the Disclosing Party give the prior written consent to the Recipient, why we need "provided however the Recipient shall have the right to disclose the Confidential Information..."?

Kommentar:
Addition made by IMEC. Acceptable for KIT.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees (including (Ph.D.) students, consultants and subcontractors) 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.

10.4 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;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Article 10.7 hereunder.

10.5 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.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse. Subject to the terms and conditions under Article 8, all rights to the Confidential Information disclosed to the Recipient shall remain the exclusive property of the Disclosing Party. Except for those rights expressly granted herein, disclosure of Confidential Information under this Consortium Agreement and the EC-GA shall not be construed as granting to the Recipient any rights, whether express or implied by license or otherwise, on matters, inventions or discoveries to which such Confidential Information relates to or to any copyright, trade mark or trade secret rights.

Kommentar:
Addition made by IMEC.
Acceptable for KIT.

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

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

10.9 For the avoidance of doubt, the confidentiality obligations under this Agreement and the EC-GA shall not be interpreted so as to prevent the communication of any information to any Affiliate insofar as strictly required for the proper carrying out of this Consortium Agreement and/or the EC/GA.

Kommentar:
Suggested Addition by ST.
Acceptable for KIT.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Accession document)

Attachment 4 (Listed Affiliated Entities)

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

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7.2.1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.1.2 require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

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.

Kommentar: The deletion of this clause requested by TUE is not acceptable.

Section 12: Signatures

AS WITNESS:

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

Karlsruhe Institute of Technology (KIT)

Signature(s)

Name(s) Dr. Elke Luise Barnstedt and Prof. Dr. Detlef Löhe,

Title(s) Vice Presidents

Date

Interuniversitair Micro-Electronics Centrum vzw

Signature(s)

Name(s) Luc Van den hove

Title(s) President and CEO

Date

Ghent University

Signature(s)

Name(s)

Title(s)

Date

Technische Universiteit Eindhoven

Signature(s)

Name(s) drs. S. Udo

Title(s) Managing Director Department of Electrical Engineering

Date

Research and Education Laboratory in Information Technology

Signature(s)

Name(s) Athanasios Zesimopolous

Title(s) President of BoD

Date

University of Valencia

Signature(s)

Name(s) Pedro M. Carrasco Sorlí

Title(s) Vice-chancellor for Research and Scientific Policy

Date

STMicroelectronics S.r.l.

Signature(s)

Name(s) Enrico Villa

Pietro Palella

Title(s) Director

General Manager

Date

Attachment 1: Background included

Access Rights to Background made available to the Parties:

1. TUE:

TUE hereby grants in accordance with the terms and conditions of this Consortium Agreement, Access Rights to its Background regarding:

1. semi-conductor based plasmonic laser technology
2. photonic IC technology

2. Universitat de Valencia agrees to grant Access rights to the Background generated or accumulated by the members of the research team, led by Prof. Juan P. Martínez-Pastor, who are directly participating in the Project, except for any Background excluded in attachment 2 subject to the provisions of the Grant Agreement and this Consortium Agreement.

3. TUE hereby grants, in accordance with the terms and conditions of this Agreement, Access Rights to TU/e Background regarding:

1. semi-conductor based plasmonic laser technology
2. photonic IC technology

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

Attachment 2: Background excluded

Background excluded from Access Rights:

1. TUE hereby excludes the following items:

- Background developed by TUE scientists not participating in the Project
- Background developed by TUE scientists participating in the Project but which is outside the scope of the Project
- Background that is generated by TUE employees and that is not necessary to undertake the Project in which TUE is participating;
- Background that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- Background that TUE due to existing rights is unable to grant Access Rights to.

2. For Interuniversitair Micro-Electronica Centrum vzw

Title	Publication number	Granting number
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	BE 1058358	BE 1058358
Method and system for multiplexer waveguide coupling.	CA 2682810	
Method and system for multiplexer waveguide coupling.	CN 101720443	
Integrated photonics device.	CN 102047160	
Optical system with a dielectric subwavelength structure having a high reflectivity and polarisation selectivity	DE 0798574	DE 69738679
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	DE 1058358	DE 1058358
Waveguide taper with lateral rib confinement waveguides.	DE 1245971	DE 60200132
Diffraction grating based fibre-to-waveguide coupler for polarisation independent photonic integrated circuits	DE 1353200	DE 60318762
Optical system with a dielectric subwavelength structure having a high reflectivity and polarisation selectivity	EP 0798574	EP 0798574
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	EP 1058358	EP 1058358
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	EP 1094574	
Semiconductor optical component utilizing leaky structures to match the mode of rib waveguides to that of the fiber	EP 1245971	EP 1245971
Diffraction grating based fibre-to-waveguide coupler for polarisation independent photonic integrated circuits	EP 1353200	EP 1353200
Slanted segmented grating coupler	EP 1855131	
Method and system for multiplexer waveguide coupling.	EP 2000836	
Integrated surface mode biosensor.	EP 2016391	
Method for effective refractive index trimming of optical waveguiding structures and optical waveguiding structures thus obtained.	EP 2081063	
Method and system for multiplexer waveguide coupling.	EP 2140295	
Method of producing a photonic device and corresponding photonic device.	EP 2214042	
Integrated photonics device.	EP 2281215	
Retro-reflective structures.	EP 2304483	
Method and system for coupling radiation.	EP 2321680	
Optical system with a dielectric subwavelength structure having	FR 0798574	FR 0798574

a high reflectivity and polarisation selectivity		
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	FR 1058358	FR 1058358
Waveguide taper with lateral rib confinement waveguides.	FR 1245971	FR 1245971
Diffraction grating based fibre-to-waveguide coupler for polarisation independent photonic integrated circuits	FR 1353200	FR 1353200
Optical system with a dielectric subwavelength structure having a high reflectivity and polarisation selectivity	GB 0798574	GB 0798574
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	GB 1058358	GB 1058358
Waveguide taper with lateral rib confinement waveguides.	GB 1245971	GB 1245971
Diffraction grating based fibre-to-waveguide coupler for polarisation independent photonic integrated circuits	GB 1353200	GB 1353200
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	IT 1058358	IT 1058358
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	JP 2001-007439A	JP 4690521
Method and system for multiplexer waveguide coupling.	JP 2010 524022	
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	SE 1058358	SE 1058358
Grating structures for simultaneous coupling to TE and TM waveguide modes.	US 2010 0322555	
Semiconductor optical component utilizing leaky structures to match the mode of rib waveguides to that of the fiber	US 2003 0007766	US 6681069
Widely tunable twin guide laser structure	US 2003 0128724	US 7653093
Fiber-to-waveguide coupler.	US 2003 0235370	US 7065272
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.	US 2004 0125833	US 7058096
Slanted segmented coupler	US 2007 0263973	US 7643709
Method for effective refractive index trimming of optical waveguiding structures and optical waveguiding structures	US 2009 0180747	US 7725000
Integrated surface mode biosensor.	US 2009 103099	
Method and system for multiplexer waveguide coupling.	US 2010 0119229	
Method for effective refractive index trimming of optical waveguiding structures and optical waveguiding structures	US 2011 0015866	
Integrated photonics device.	US 2011 0075970	
Method and system for coupling radiation.	US 2011 0103743	
Retro-reflective structures.	US 2011 0116735	
Integrated surface mode biosensor.	WO 2007 118714	
Method and system for multiplexer waveguide coupling.	WO 2008 122607	
Integrated photonics device.	WO 2009 141332	
Retro-reflective structures.	WO 2009 156410	
Method and system for coupling radiation.	WO 2009 156412	
Method of producing a photonic device and corresponding photonic device.	WO 2010 086748	
Optical Tactile sensor	WO 2010 149651	
Optical system with a dielectric subwavelength structure having a high reflectivity and polarisation selectivity		US 6191890
Widely wavelength tunable integrated semiconductor device and method for widely wavelength tuning semiconductor devices.		US 6728279

3. The Universitat de València hereby excludes from its obligation to grant Access Rights to Background

- all Background generated by the University other than that generated by the members of the research group lead by Professor Dr. Juan P. Martínez Pastor, who are directly involved in carrying out the Project. ,
- any Background which is already subject to any third party agreement,
- any Background not associated with the research tasks as outlined in Annex 1, Description of Work of the project NAVOLCHI
- and specifically the Spanish patent ES2325468 “Nanocomposites plasmónicos basados en polímero y nanopartículas metálicas, para uso litográfico

4. Technische Universiteit Eindhoven

TUE hereby excludes from its obligation to grant Access Rights all Background generated by TUE other than that generated by the research groups of TUE involved in the Project.

TU/e excludes as Background, especially the following items:

- Background developed by TUE scientists not participating in the Project;
- Background developed by TUE scientists participating in the Project but which is outside the scope of the Project;
- Background that is generated by TUE employees and that is not necessary to undertake the Project in which TUE is participating;
- Background that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights;
- Background that TUE due to existing rights is unable to grant Access Rights to.

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

Attachment 3: Accession document

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE EC-GA]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 4: Listed Affiliated Entities

For IMEC:

For IMEC

At this moment the following organizations shall be considered to be Affiliated Entities of IMEC International: (i) Interuniversitair Micro-Electronica Centrum vzw, (ii) Stichting IMEC Nederland, (iii) IMEC Taiwan Co. and (iv) IMEC Microelectronics (Shanghai) Co. Ltd.

It is understood between the Parties that as from the date of establishment of IMEC India, the "Affiliated Entities" of IMEC shall, as from that date, be extended to IMEC India.

Attachment 5: List of Third Parties

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

STMicroelectronics S.R.L.

STMicroelectronics NV, a Dutch Corporation, having its registered office at WTC Schiphol Airport, Schiphol Boulevard, 1118 BH Luchthaven, Schiphol, Amsterdam, the Netherlands, acting for the purpose of this Agreement through its Swiss branch at 39 Chemin du Champs-des-Filles, 1228 Plan-les-Quates, Switzerland.

For IMEC

Affiliated Entities of IMEC