

Sixth Framework Programme of the European Community (2002-2006)



Consortium Agreement for Network of Excellence “EDIT”

The Contractors

Caisse des Dépôts et Consignations, participant n°1
hereinafter referred to as CDC
whose registered office is at 56 rue de Lille, 75007 Paris, France
represented by Olivier Grémont, acting in his capacity of Head of Department
duly authorised for the purposes hereof

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hereinafter referred to as MNHN
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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

Nationaal Natuurhistorisch Museum – Naturalis, participant n°7
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Netherlands
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duly authorised for the purposes hereof

Royal Belgian Institute of Natural Sciences, participant n°13
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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

Univerzita Komenského v Bratislave (Comenius University in Bratislava), participant n°19
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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

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duly authorised for the purposes hereof

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represented by Cristian Samper, acting in his capacity of Director
duly authorised for the purposes hereof

**Hereinafter referred to individually or collectively as the “Contractor” or the
“Contractors”**

Table of contents

THE CONTRACTORS.....	2
PREAMBLE	7
PRELIMINARY ARTICLE	7
ARTICLE 1. DEFINITIONS.....	8
1.1. GENERAL DEFINITIONS	8
1.2. ADDITIONAL DEFINITIONS.....	8
ARTICLE 2. PURPOSE OF THE CONSORTIUM AGREEMENT	12
ARTICLE 3. SCOPE OF THE PROJECT	12
ARTICLE 4. ORGANISATIONAL STRUCTURE	12
4.1. DECISION MAKING AND ADVISORY BODIES	12
4.1.1. Board of Directors	12
4.1.2. Network Steering Committee.....	16
4.1.3 Workpackages	20
4.1.4. Scientific Advisory Council.....	22
4.1.5. Intellectual Property Use and Dissemination Committee (IPUDC).....	22
4.2. OPERATIONAL BODIES	24
4.2.1. Coordinator	24
4.2.2 Coordinator's role	24
4.2.3. Network Office	25
ARTICLE 5. CONTRACTORS' OBLIGATIONS FOR THE IMPLEMENTATION OF THE NETWORK OF EXCELLENCE	26
5.1. GENERAL OBLIGATION	26
5.2. DELIVERABLES AND REPORTS.....	26
5.3. CONTRACTORS' UNDERTAKINGS.....	27
5.4. SUBCONTRACTING.....	28
ARTICLE 6 CHANGE TO THE CONSORTIUM	28
6.1. INCLUSION OF A NEW CONTRACTOR	28
6.1.1. Inclusion of new Contractors without any additional contribution from the Commission.....	28
6.1.2. Entry of new Contractors with an additional contribution from the Commission	28
6.1.3. Conditions of participation in the Project by the new Contractors	28
6.2. WITHDRAWAL, EXCLUSION OF A CONTRACTOR.....	29
6.2.1. Withdrawal of a Contractor	29
6.2.2. Exclusion of a Contractor.....	31
ARTICLE 7. CONSORTIUM RESOURCES	32
7.1. FINANCIAL MEANS.....	32
7.1.1. Budget.....	32
7.1.2. Payments of the EC Contribution to the Contractors	33
7.1.3. Management of EC Contribution	34
7.1.4. Costs.....	35
7.2. MATERIAL RESOURCES	35
7.2.1. Research infrastructures.....	35
7.2.2. Real estate infrastructures.....	36
7.2.3. Joint Acquisition of Equipment.....	36
7.3. HUMAN RESOURCES	36
ARTICLE 8. LIABILITY/INSURANCE AND FORCE MAJEURE	37
8.1. GENERAL PRINCIPLES	37
8.2. EXCLUSION OF INDIRECT DAMAGES	37
8.3. LIABILITY TOWARDS THE COMMISSION	37
8.4. LIABILITY TOWARDS THIRD PARTIES	38
8.5. LIABILITY FOR SUBCONTRACTORS, THIRD PARTIES, MEMBERS	38
8.6. FORCE MAJEURE	38

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS.....	39
9.1. PUBLICATION	39
9.2. GENERAL PRINCIPLES REGARDING PRE-EXISTING KNOW-HOW (PEKH).....	39
9.2.1. Ownership.....	40
9.2.2. Identification of Pre-Existing Know-How.....	40
9.3. GENERAL PRINCIPLES APPLICABLE TO KNOWLEDGE	40
9.3.1. Ownership and protection of Knowledge.....	40
9.3.2. Use and dissemination	41
9.4. ACCESS RIGHTS.....	41
9.4.1. General principles: conditions of Access Rights.....	41
9.4.2. Access Rights for Affiliates	42
9.4.3. Access Rights for third parties.....	42
9.4.4. Access Rights for execution of the Project.....	43
9.4.5. Access Rights for Use of Knowledge	43
9.4.6 Database and Software Access Rights	43
9.5. PROTECTION OF ACRONYM AND NAME OF THE PROJECT AND FILING OF A DOMAIN NAME.....	43
9.6. "HAVE MANUFACTURED" RIGHTS	44
9.7. USE OF TRADEMARKS.....	44
ARTICLE 10 CONFIDENTIALITY.....	44
10.1. DURATION.....	44
10.2. EXCLUSIONS	44
10.3. OBLIGATIONS OF EMPLOYEES, AFFILIATES, SUBCONTRACTORS, THIRD PARTIES	45
ARTICLE 11 MISCELLANEOUS PROVISIONS	45
11.1. ENTIRE AGREEMENT	45
11.2. CONTROLLING PROVISIONS	45
11.3. TRANSFER OR ASSIGNMENT.....	46
11.4. DURATION OF THIS CONSORTIUM AGREEMENT.....	46
11.5. LANGUAGE.....	46
11.6. APPLICABLE LAW.....	47
11.7. NO PARTNERSHIP OR AGENCY	47
11.8. SETTLEMENT OF DISPUTES	47
11.9. SIGNATURE OF SPECIAL CONTRACTS	47
11.10. AMENDMENTS	47
11.11. SEVERABILITY	48
11.12. GENERAL PROVISIONS RELATING TO TERMINATION	48
11.13. ACCESSION TO THE CONSORTIUM AGREEMENT	48
ANNEX 1: LIST OF PRE-EXISTING KNOW-HOW EXCLUDE (PEKH).....	50
ANNEX 2. LIST OF RESEARCHES AND DOCTORAL STUDENTS PARTICIPATING IN THE NETWORK	56
ANNEX 3. NON-DISCLOSURE AGREEMENT (NDA).....	63
ANNEX 4. DOCUMENTS GIVING DETAILS OF CONTRACTORS' BANK ACCOUNTS (INCLUDING IBAN).....	66
ANNEX 5. RECIPIENTS FOR PERSON RESPONSIBLE FOR THE WORK (FOR WHOSE ATTENTION DIFFERENT NOTICES ARE TO BE ADDRESSED).....	71
ANNEX 6. PROJECT MANAGEMENT CHART	76
ANNEX 7. LIST OF EQUIPMENT MADE AVAILABLE FOR THE PROJECT.....	82
ANNEX 8. LIST OF AFFILIATES.....	88

Preamble

WHEREAS, in consideration of Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the sixth framework programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), (OJEC L 232/1) and of Regulation (EC) No 2321/2002 (OJEC L355) of the European Parliament and of the Council concerning the Rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the European Community sixth framework programme 2002-2006, ("Regulation"), the Contractors, having considerable experience in the field concerned, have submitted a proposal for the project "EDIT" ("Project") (Towards the European Distributed Institute of Taxonomy) to the Commission.

WHEREAS the Contractors have decided and agreed to execute and perform the contract (as such term is defined in the above-mentioned Regulation) to be awarded by the Commission ("EC Contract") for the Project in the event the Commission accepts their proposal.

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

WHEREAS the Contractors have agreed on a Project called "EDIT" to be carried out in the framework of the specific research and technological development programme, thematic priority 6.3 "Global Change and Ecosystem", research area III.1.1 "Taxonomy for biodiversity and ecosystem research".

WHEREAS the Contractors have agreed to collaborate to reduce the fragmentation in European taxonomic research and expertise and to co-ordinate the European contribution to the global taxonomic effort, in particular the Global Taxonomy Initiative, through an integrated initiative aimed at improving society's capacity for biodiversity conservation.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

PRELIMINARY ARTICLE

This agreement is concluded between all contractors of the Network of Excellence EDIT ("Consortium Agreement"), subject to the condition that the EC Contract between the European Commission and the Contractors is signed.

Consequently, in the event of signature of the EC Contract with the European Commission, it will form an integral part of this Consortium Agreement and, in particular, shall specify the length and details of the work and how carried out and financed.

Consequently, in the event that the Project is not accepted by the European Commission, this Consortium Agreement shall automatically become null and void in its entirety and shall be deemed to have produced no effect and obligation, except the confidentiality clause (article 10.1) which shall remain in full force for all information disclosed during the proposal and negotiation stages and for the duration indicated in article 10.1.

Consequently, in the event that the EC Contract with the European Commission is not signed by a Contractor this Consortium Agreement shall automatically become null and void in its entirety vis-à-vis this Contractor, except the confidentiality clause (article 9.1) which shall remain in full force for all information disclosed during the proposal and negotiation stages and for the duration indicated in article 10.1.

Article 1. Definitions

1.1. General Definitions

For the sake of clarity, words used in this Consortium Agreement will have the same meaning as that defined in the second article of Regulation and the same definition and meaning as that contained in the EC Contract with the European Commission, including its Annex II General Conditions.

1.2. Additional Definitions

“**Affiliate**” means any undertaking listed in Annex n° 8 hereto and which:

- (i) is directly or indirectly owned or controlled by any of the Contractors; and
- (ii) is incorporated and resident in, and subject to the laws of, a Member State of the Community, or an Associated State.

Ownership or control exists through the direct or indirect:

- Ownership of more than 50% of the issued voting share capital, or
- Ownership of more than 50% of the voting shares entitling the holders either to vote for the election of directors or persons performing similar functions or to the right by any other means to elect or appoint directors, or persons performing similar functions, or
- Ownership of 50% or more of the shares and the right to control management or operation of the undertaking through contractual provisions.

Ownership or supervision by the same public body shall not, in itself, constitute a relationship as an Affiliate.

The undertakings listed in Annex 8 shall be deemed Affiliates only as long as the above defined ownership or control lasts.

It is also agreed by the Contractors that an undertaking shall no longer be deemed an Affiliate in case of a change in the ownership or control of the Contractor unless the Contractors mutually agree otherwise and subject also to the Commission having been provided with the details of the change, in accordance with the Commission contractual rules, Annex II General Conditions – Part A, Article II-3-1 (c) and Article II 15.5 c and having indicated in writing that the Commission does not intend to terminate the Contract in accordance with said Article.

Each Contractor shall update the list of its Affiliates in case of reorganization which does not extend Access Rights previously granted, provided that all the criteria defined in this section are still met. Any other modification of Annex 8 shall require the prior approval of the Board of Directors as stated by article 4.1.1.8.

“Application Programming Interface” or “API” means an interface or other means provided for by a Software application, component or library for the purpose of interfacing or interaction of other Software with such application, component or library including, but not limited to, data types and structures, constant and macro definitions, function and procedure definitions including their name, parameters, parameter count and parameter data type(s) and any data type of function results thereof, as set forth in header files, specifications and related documentation.

“Boards of Directors” (BoD) is a body in charge of deciding political and strategic orientation of the Project, and of deciding upon the propositions made by the Network Steering Committee in accordance with article 4.1.1 of the Consortium Agreement.

“CDC” means Caisse des Dépôts et Consignations, which is a public establishment; as a Contractor, CDC is in charge of the Coordinator’s mission defined in the Regulation and in article 4.2.1 of the Consortium Agreement.

“CETAF” means the Consortium of European Taxonomic Facilities.

“Commission” or “EC” means the Commission of the European Communities.

“Consortium Agreement” means the present document, including all its annexes.

“Consortium of Taxonomic Institutions” (CTI)

The following consortia are concerned:

- Netherlands Consortium of Taxonomic Institutions (NL-TAF) (Universiteit van Amsterdam; Nationaal Herbarium Nederland; Centraalbureau Voor Schimmelcultures; National Natural History Museum Naturalis);
- Belgian Consortium of Taxonomic Institutions (BE-TAF) (Royal Belgian Institute of Natural Sciences; Royal Museum for Central Africa; National Botanic Garden of Belgium);
- Polish Consortium of Taxonomic Facilities (PL-TAF) (Museum and Institute of Zoology of the Polish Academy of Sciences; institute of Botany of the Polish Academy of Sciences);
- Slovakian National Consortium of Taxonomic Facilities (NATAF) (Comenius University, Bratislava Institute of Botany, Slovakian Academy of Sciences).

All members of these consortia are Contractors.

“Description of work” means the “Joint Programme of Activities” for the Network of Excellence as described in annex 1 of the EC Contract.

“DJPA” means Detailed Joint Programme of Activities.

“Director” is a person of the top executive management level representing a Contractor member or a Consortium of Taxonomic Institutions at the Board of Directors and duly appointed to engage the institution or each Consortium of Taxonomic Institutions on all issues concerning the EDIT Consortium. This person designated by the Contractor must have the direct authority to implement at institutional level decisions taken by the Board of Directors. Each Director can designate his substitute.

“EC Contribution” means the European Community’s financial contribution to the Project.

“EC Contract” means the EC Contract (including all its annexes) concerning this Network between the Coordinator, the Contractors and the Commission regarding the performance of the Project.

"Emergency situation" means a circumstance in fact which supposes that any delay in the action would involve a serious damage for the Parties or the Project.

"Fair and non-discriminatory market conditions" means financial and other conditions which are more favourable than common market conditions.

"IBAN" means International Bank Account Number.

"Information Management Tool" (IMT) is an online information system provided by the Coordinator to collect information about the Network activities from the researchers and persons responsible for the work as part of this Project.

"IPR" means Intellectual Property Rights.

"IPUDC" means Intellectual Property Use and Dissemination Committee as described in article in 4.1.5 of the Consortium Agreement.

"Joint Programme of Activities" (JPA) is the set of activities, as described in annex I of the EC Contract, covered by the Consortium Budget.

"Joint Research Unit" (JRU) means an unincorporated entity created by a written contract between a Contractor and the members it represents and indicated in the special clause n°23 applicable to the EC Contract and/or in the Annex 1, Description of Work.

"Member" means a member of the Joint Research Unit, which is represented in the Project by a Contractor.

"Network of Excellence" or "Network" means the cooperation between all Contactors as described and agreed in this Consortium Agreement to perform this Project and its related activities.

"Network Steering Committee" (NSC) means the body established in accordance with article 4.1.2 of the Consortium Agreement in charge of proposing scientific orientations to be validated by the Board of Directors, and implementing at Network level the decisions taken by the Board of Directors.

"Object Code" means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in the form of machine-readable libraries used for linking procedures and functions to other Software.

"Plan for Using and Disseminating the Knowledge" in accordance with article II.1-17 of the EC Contract means the report on the Contractors' intentions for the protection, use and dissemination of the knowledge generated under the Project.

"Project" means (notwithstanding the definition given in the EC Contract) the Network of Excellence, called EDIT, with project reference FP6 – 018340 as set out in the Description of work attached to the EC Contract (annex 1).

"Project Leader Organisation" is the Contractor Muséum National d'Histoire Naturelle (MNHN). The Board of Directors is chaired by the Director of the Project Leader Organisation or by his/her representative.

"Project Leader" is the overall leader of the Project; in this capacity he is the chairperson of the Network Steering Committee and of the Network Office. He shall be in charge of the

scientific and technical management of the Project. The position of the Project Leader is entrusted to Mr Simon Tillier from the Project Leader Organisation.

“Network Office” is the body in charge of the day-to-day running of the Project established in accordance with article 4.2.3 of the Consortium Agreement.

“Regulation” means the Regulation (EC) No 2321/2002 of the European Parliament and of the Council of 16 December 2002 concerning the rules for the participation of undertakings, research centres and universities in, and for the dissemination of research results for, the implementation of the European Community Sixth Framework Programme (2002-2006).
http://europa.eu.int/eur-lex/pri/en/oj/dat/2002/l_355/l_35520021230en00230034.pdf

“Reports” and “Deliverables” means the periodic reports and the final reports and all documents to be submitted to the Commission, in accordance with the EC Contract General Conditions Annex II, article II 7 and, if appropriate annex III.

“Scientific Advisory Council” is a scientific consultative body established in accordance with article 4.1.4 of the Consortium Agreement.

“Software” means:

(a) software programmes, i.e., 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;

(b) software information, i.e., technical information used or, useful in, or relating to the design, development, use or maintenance of any version of a software programme.
For the avoidance of doubt, Software may be Knowledge or Pre-existing Know-How.

“Software Documentation” means software information, being technical information used or, useful in, or relating to the design, development, use or maintenance of any version of a software programme.

“Source Code” means Software in human-readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

“Swift” means Society for Worldwide Interbank Financial Telecommunication. It is a dedicated computer network used by over 7,500 financial institutions in over 200 countries. That is set up to support fund transfer messages between member banks worldwide (to confirm receipt or non receipt of funds etc.).

“Third Country” – means a State that is neither an EU Member State nor an Associated State.

“Workpackage(s)” means a subdivision of the Network programme. Different activities of JPA are assigned to one or more workpackages. Contractors may belong to one or several workpackages.

“Workpackage Leader” designates the leader of a Workpackage, as defined in the annex 1 of the EC Contract and in the article 4.1.3 of the Consortium Agreement.

“Workpackage Advisory Committee” means an advisory body to the Workpackage Leader, established in accordance with article 4.1.3 of the Consortium Agreement.

Article 2. Purpose of the Consortium Agreement

The purpose of this Consortium Agreement is:

- to specify the organisation of the work among the Contractors,
- to organise the management of the Project,
- to define the respective rights and obligations of the Contractors, including, but not limited to, their liability and indemnification,
- to supplement the provisions of the EC Contract concerning Access Rights,
- and to set out rights and obligations of the Contractors supplementing but not conflicting with those of the EC Contract.

The Contractors agree to cooperate pursuant to the terms of this Consortium Agreement in order to execute and fulfil the EC Contract signed with the Commission and perform the tasks designated in the Description of work (annex 1 of EC Contract).

Article 3. Scope of the Project

The scope of the Project is set out in the Description of work and the performance of the Project shall be shared among the Contractors according to the allocation of tasks and to the allocation of the EC Contribution approved by the Board of Directors.

Article 4. Organisational Structure

4.1. Decision making and advisory bodies

4.1.1. Board of Directors

4.1.1.1. Composition of Board of Directors

The Board of Directors is composed of Directors representing each Contractor.

Concerning the Consortia of Taxonomic Institutions, they:

- may be represented by one common representative, designated by and amongst all members of the concerned Consortia, provided that a power of attorney has been signed by all its members;
- or all its members participate individually in meetings of the Board of Directors.

Contractors from the Third Countries participate in Board of Directors meetings with voice but not vote. In this Project, the Contractors from the USA and Russia are Contractors from the Third Countries.

Each Director shall have a due authorisation to discuss, negotiate and decide on actions proposed or to accept recommendations made by the Board of Directors within the frame of its responsibilities.

Each Director can designate a substitute.

The chairperson of the Network Steering Committee and the chairperson of the Scientific Advisory Council may attend Board of Directors meetings with a role of advisor without taking part in the votes.

The chair of the CETAF may assist the meetings of the Board of Directors as an advisor without taking part in the votes, provided that a Non-Disclosure Agreement has been signed following the model attached in Annex 3.

Any expert or qualified person may be invited to attend meetings of the Board of Directors with a role of advisor without taking part in the votes, provided that a Non-Disclosure Agreement has been signed following the model attached in Annex 3.

4.1.1.2. The Chairperson

The Chairperson of the Board of Directors is the representative of the Project Leader Institution for the term of this Consortium Agreement.

The Chairperson:

- sets the agenda for meetings of the Board of Directors;
- chairs meetings of the Board of Directors; in his/her absence, the Board of Directors appoints an acting chairperson;
- makes sure that the Network Steering Committee implements the decisions taken by the Board of Directors;
- appoints the Project Leader; initially, the position of the Project Leader is entrusted to Prof. Simon Tillier from the Project Leader Organisation;
- has a casting vote.

4.1.1.3. Meetings

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

The Chairperson shall also convene meetings at any time:

- upon request of 3 members of the Network Steering Committee;
- upon request of 7 of Contractors.

The Chairperson shall give each of the members at least thirty (30) calendar days written advance notice of such meetings. The notice must identify and give full details and background on any proposed issue.

However, any decision of the Board of Directors may be taken in accordance with the above

(i) in meetings via teleconference

(ii) in meetings via e-mail

(ii) or without a vote,

if a written consent, setting forth the decision so taken, is signed, even by electronic means, by representatives of the members having at least the minimum number of votes that would be necessary to take such decision.

Concerning a vote by e-mail, the message shall be sent to the Chairperson by a duly authorised representative or his proxy before the date indicated on the notice by the Chairperson.

4.1.1.4. Agenda

Any decision requiring a vote at a Board of Directors meeting must be identified as such on the notice of meeting.

Should a member suggest adding a discussion point/resolution/decision to the proposed agenda, it shall give written notice thereof to all other members at least seven (7) calendar days prior to the meeting date. The notice must identify and give full details and background on any added point/resolution/decision.

No decision may be made in relation to any matter that arises during the Board of Directors meeting not mentioned in the agenda unless agreed by unanimous consent of all the members present, or duly represented by proxy at a valid Board of Directors. In such cases a vote may be organised by email in the 30 calendar days following the Board of Directors meeting.

4.1.1.5. Minutes

The Chairperson of the Board of Directors shall draft the minutes of each meeting, even those referred above, to formalise in writing all decisions taken and shall dispatch them to all members within fifteen (15) calendar days of the concerned meeting.

The minutes shall be considered as accepted by the members if, within fifteen (15) calendar days from receipt thereof, no member present or represented at the said meeting has objected in writing (including by e-mail) to the Chairperson of the Board of Directors. The definitive minutes shall be communicated by the Chairperson of the Network Office to all NSC members and be made available to all Contractors.

4.1.1.6. Quorum requirements

The Board of Directors may validly meet if $\frac{3}{4}$ rs of its members are present or represented. In case quorum is not met, the Board of Directors will be convened once again within no more than three (3) weeks from this date, and may validly deliberate even in the absence of quorum.

All of the members of the Board of Directors may grant a power of attorney to other members to represent them as their proxies, with a limit of one (1) proxy per member, except the Consortia of Taxonomic Institutions.

4.1.1.7. Written consultation

In case of written consultation, the letter of the Chairperson is required to specify the deadline for response imparted (at least 9 calendar days must be granted). Failure to respond within this deadline shall be deemed a non-vote for the application of the quorum and majority vote requirements.

4.1.1.8. Role

The Board of Directors is the Consortium's decision-making and arbitration body. More particularly, it is the arbitration body for all decisions or proposals of the Network Steering Committee. Thus, any Contractor may submit for arbitration by the Board of Directors any decision or proposal by the Network Steering Committee it deems to be contrary to its interests. Concerning such decisions or proposals by the Network Steering Committee, the Board of Directors may:

- a) accept the resolution or

- b) in case of rejection of a resolution from the Network Steering Committee, vote an alternative resolution at the majority of 2/3 of their members present or represented; in this case the resolution of the Board of Directors should be adequately justified.

One year prior to Project expiration, the Board of Directors shall meet to envisage arrangements for the continuation of the Network and to devise a financing plan of a nature to ensure its continued existence.

A - Decisions requiring a simple majority of the votes of the members present or represented:

- annual validation of the realised expenditure in accordance to the budget;
- change in the list of Affiliates;
- appointment and removal of the leaders of the Workpackages upon the proposal of the Project leader after consultation of the Director of the institution employing the concerned Workpackage Leader and of the Network Steering Committee.
- to create an IPUDC, if required, and appointment of its members amongst the Contractors. Should the Board of directors decide to create an IPUDC, article 4.1.5 of this Consortium Agreement will apply.

B - Decisions requiring a majority of 2/3 of the votes of the members present or represented

1) The Board of Directors decides at a majority of 2/3rd of the votes of the members present or represented on following matters:

- political and strategic orientation of the Project;
- appointment of the members and the chairperson of the Scientific Advisory Council.

2) The Board of Directors decides upon validation of the Network Steering Committee propositions at a majority of 2/3rd of the votes of the members present or represented on following matters:

- Updating of the Consortium's JPA and "Plan for Using and Disseminating the Knowledge";
- Updating of the Consortium's budget;
- Other proposition as described in 4.1.2.8;
- Scientific orientation of the Project after a prior consultation of the Scientific Advisory Council.

C- Decisions requiring a unanimous vote of the members present or represented:

- inclusion of a new participant;

- withdrawal of a Contractor after the signature of the EC Contract, pursuant to the terms set forth in Article 6 : “Withdrawal of a Contractor” by unanimous vote minus that of the Contractor concerned;
- exclusion of a Contractor pursuant to the terms set forth in Article 6 : “Exclusion of a Contractor” by unanimous vote minus that of the Contractor concerned;
- change of the Coordinator by unanimous vote minus that of the Coordinator concerned, on proposal of the Network Steering Committee according to article 4.1.2.8.5.
- change of the Project leader by unanimous vote minus that of the Project Leader Institution concerned upon proposal of 2/3rd of the Board of Directors members or 2/3rd of the members of the Network Steering Committee.

4.1.1.9. The secretariat of the Board of Directors

The secretariat of the Board of Directors shall be provided by the chairperson of the Network Office.

4.1.1.10. Voting rules

Each member of the Board of Directors shall have one (1) vote, except members from Third Countries who have a voice but no vote.

Concerning the Consortia of Taxonomic Institutions:

- their common representative has one vote and he/she votes in the name of other members;
- or each member has one vote.

4.1.2. Network Steering Committee

4.1.2.1. Composition

The Network Steering Committee is composed of the Workpackage Leaders, of the Project leader and the Coordinator.

The Coordinator is a member “ex-officio” with voice but no vote.

One member of the IPUDC, if any, may attend the Network Steering Committee meetings with a role of advisor without taking part in the votes.

4.1.2.2. Chairperson of the Network Steering Committee

The chairperson of the Network Steering Committee is the Project Leader.

He/She shall set the agenda for meetings of the Network Steering Committee.

He/She shall also monitor the implementation by Workpackages Leaders and Workpackages, if any, of decisions taken by the Network Steering Committee and by the Board of Directors.

In emergency situations the chairperson of the Network Steering Committee shall consult, via e-mail, other members of the Network Steering Committee, who must reply within seven (7) calendar days. Failure to respond within this deadline shall be deemed a non-vote for the application of the quorum and majority vote requirements. Emergency situations are determined as such by the chairperson of the NSC.

The chairperson of Network Steering Committee shall make sure that all members of the Scientific Advisory Council and the CETAF chair have signed a Non-Disclosure Agreement.

The chairperson of the Network Steering Committee reports to the Board of Directors on the implementation of the JPA, and proposes further action according to propositions and conclusions of the Network Steering Committee.

4.1.2.3. Meetings

The chairperson of the Network Steering Committee convenes the Network Steering Committee as often as the interests of the Consortium require and at least two (2) times a year.

Meetings can also be held via teleconference or via e-mail.

Each member of the Network Steering Committee can designate his/her substitute to participate in meeting, to respond via e-mail or to participate in teleconference.

The chairperson of the Network Steering Committee shall also convene meetings upon request of 2 members of the Network Steering Committee.

However, any decision of the Network Steering Committee may be taken in accordance with the above (i) in meetings via teleconference or via e-mail (ii) without a vote, if a written consent, setting forth the decision so taken, is signed, even by electronic means, by the members of the Network Steering Committee having at least the minimum number of votes that would be necessary to take such decision.

4.1.2.4. Agenda

The chairperson of the Network Steering Committee shall give each committee member at least thirty (30) calendar days written notice of the meeting concerned.

Any decision requiring a vote at a Network Steering Committee meeting is required to be identified as such on the notice of meeting.

Should a Contractor suggest adding a discussion point/resolution to the proposed agenda, it shall give written notice thereof to all other members of the Network Steering Committee at least fifteen (15) calendar days prior to the meeting date.

4.1.2.5. Minutes

The chairperson of the Network Steering Committee shall draft the minutes of each meeting to formalise in writing all decisions taken and shall dispatch them to all the Network Steering Committee members within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the Contractors if, within fifteen (15) calendar days from receipt thereof, no Contractor presented or represented at the said meeting has objected in writing to the chairperson of the Network Steering Committee. The definitive minutes shall be communicated by the Chairperson of the Network Steering Committee to the Chairperson of the Board of Directors.

4.1.2.6. Quorum requirements

The Network Steering Committee may validly meet if 2/3rd of its members are present or represented. In case quorum is not met, the Network Steering Committee will be convened once again within no more than fifteen (15) calendar days from this date, and may validly deliberate even in the absence of quorum.

All of the members of the Network Steering Committee may grant a power of attorney to other members to represent them as their proxies, with a limit of one (1) proxy per member.

4.1.2.7. Written consultation

In case of written consultation, the letter of the Chairperson of Network Steering Committee is required to specify the deadline for response imparted (at least 9 calendar days must be granted). Failure to respond within this deadline shall be deemed a non-vote for the application of the quorum and majority vote requirements.

4.1.2.8. Role

The role of the Network Steering Committee shall be to:

4.1.2.8.1. General mission

- Propose scientific orientations to be validated by the Board of Directors;
- Implement these scientific orientations at Network level once validated by the Board of Directors;

4.1.2.8.2. Concerning the JPA and Consortium budget:

- Prepare the JPA;
- Make progress reports on the state of advancement of the Project to the Board of Directors;
- Establish the Deliverables and Reports for the Commission and transmit them for advice to the Board of Directors at the next meeting;
- Validate the Management Reports and communicate them to the Board of Directors.
- Prepare and propose the Project budget to the Board of Directors as well as the allocation of the grant between the Contractors, with the assistance of the Network Office.
- Receive from the Coordinator every six (6) months all information contained in the IMT such as timesheets and items of expenditures declared by the Contractors; after this reporting take a written decision every six (6) months instructing the Coordinator to transfer the appropriate sums to the accounts of the respective Contractors;

- Submit to the Scientific Advisory Council in advance of their meetings an annual executive summary of the activities of the Consortium;

4.1.2.8.3. Concerning the entry of new Contractors

- Implement the competitive calls procedure for new Contractors with assistance of the Network Office.

4.1.2.8.4. Concerning Intellectual Property

- Consult the Commission in accordance with article II-35-1-b for Access Rights to be granted to Affiliates or a third party not established in a Member States or an Associated States;
- Makes proposals to the concerned Contractor on projects of licence agreements pursuant to the terms of Article 9 “Intellectual Property Rights”;
- Oversee Access Rights to Pre-Existing Know-How needed for the execution of the Project;
- Give instructions with the agreement of the concerned Contractor(s) in regard to the management of the Network Knowledge portfolio upon consultation of the IPUDC, if any, (application for patent, extension, withdrawal, etc.);
- In collaboration with the IPUDC, if any, ensure the review and consult on contemplated publications and communications in connection with the Knowledge;
- Validate communication actions carried out under this Project;
- Approve “the Plan for Using and Disseminating the Knowledge” and its updating versions prepared by the IPUDC, if any, before validation by the Board of Directors;
- In collaboration with the IPUDC, if any, ensure the review of Project Knowledge and take measures with the agreement of the concerned contractor in connection with their intellectual protection, defence and valuation in accordance with “the Plan for Using and Disseminating the Knowledge”;
- Makes proposals on the acquisition of rights from third parties;
- Develop the IPR strategy for the Network;
- Ensure with assistance of the Network Office that the knowledge generated by the Network is adequately protected and managed;
- Keep, with assistance of the IPUDC, if any, the IPR register.

4.1.2.8.5. Concerning Project monitoring

- Ensure the coordination of the tasks performed in the various Workpackages and by the Contractors;
- Evaluate progress of Network in terms of meeting objectives and reaching milestones on time;
- Support the Coordinator in fulfilling its contractual obligations towards the Commission;
- Make proposals to the Board of Directors to suspend all or part of the Project or to terminate all or part of the EC Contract, or to request the Commission to terminate the participation of one or more Contractors;
- In case of failure by a Contractor, review and prepare proposals for submission to the Board of Directors concerning measures to be taken against such Contractor, including by means of a request to the Commission for an audit, and assignment of such Contractor's tasks, a staggered payment of the financial part of such Contractor's contribution, and suggestions as to any new entity to replace such Contractor;

- Adjust payment to a Contractor in function of the share of the JPA performed by this Contractor, in accordance with article 7.1.2;
- Refuse a Form C when it is not consistent with a part of budget allocated to the concerned Contractor;
- Decide on technical roadmaps for the Project;
- In case of failure by the Coordinator in the performance of its tasks as a coordinator required by the EC Contract and the Consortium Agreement, prepare proposals upon majority of 2/3rd of its members for submission to the Board of Directors, concerning measures to be taken against it and the possible appointment of a new Coordinator; the Network Steering Committee shall justify its proposals and the Coordinator shall have the right to be heard by the Board of Directors before this latter body makes a decision;
- Arbitrate when a deadlock situation within a Workpackage has been referred by a Workpackage Leader; the Network Steering Committee having two (2) weeks in order to decide;
- Authorise any Contractor to subcontract certain elements of its tasks (except main tasks) in accordance with provisions of article 5.4 (vii);
- Decide on gender equality policy within the Network;
- Decide on ethical issues relating to Network activities;
- Prepare communications to users groups and stakeholders in various forms with assistance of the Scientific Advisory Council;
- Prepare an annual meeting of the all Network Contractors in coordination with the Network Office;
- Make proposals to the Board of Directors regarding any joint acquisition of equipment;
- More generally, take any and all decisions required for the proper conduct of the Project, and may decide to submit any matter of its responsibility to the Board of Directors for approval.

4.1.2.9. The secretariat of the Network Steering Committee

The secretariat of the Network Steering Committee shall be provided by the chairperson of the Network Office.

4.1.2.10. Voting rules

Subject to the cases set forth above expressly requiring a unanimous vote, each member of the Network Steering Committee shall have one (1) vote and decisions shall be taken upon a simple majority of members present or represented.

The chairperson of the Network Steering Committee has a deciding vote in the event of a tie.

The Coordinator does not take part in any votes. The Coordinator shall only give its prior agreement on decisions related to its mission. In case of Coordinator's opposition, the Network Steering Committee cannot take any decision related to the Coordinator's mission. In this case, the subject will be referred to the Board of Directors with a recommended solution.

4.1.3 Workpackages

The Project is composed initially of 8 Workpackages as indicated in Description of Work.

Each Workpackage is chaired by one Workpackage Leader who is identified in the Description of Work. Any change to the Workpackage Leader must be approved by the Board of Director upon proposal of the Project Leader and after consultation of the Director of the institution employing the concerned Workpackage Leader and of the Network Steering Committee.

Each Workpackage Leader is in charge of the scientific and technical management of their Workpackage. He/She reports to the Network Steering Committee.

Each Workpackage Leader proposes modalities of management of the Workpackage he / she leads.

The Network Steering Committee may decide to constitute Workpackage Committee(s), and decide their composition upon proposal by the relevant Workpackage Leader who will chair the said Workpackage Committee. The chairperson of the Network Steering Committee may be invited by the the Workpackage Leader to participate in meetings of the Workpackage Committee with the role of advisor.

Workpackage Committees are an advisory body to the Workpackage Leader.

4.1.3.1. Meetings

Each Workpackage and Workpackage Committee shall be responsible for its own work procedures and time schedule, providing that such arrangements, work procedures and time schedule do not conflict with this Consortium Agreement, the JPA, or requests made by the Network Steering Committee, the Board of Directors or the Commission.

The Workpackage Leaders shall draft minutes of the meetings to formalise in writing all decision taken and shall dispatch them to all members of the Workpackage or the Workpackage Committee within fifteen (15) calendar days of the meeting concerned.

The minutes shall be considered as accepted by the members if, within (15) calendar days from receipt thereof, none of them has objected in writing to the chairperson.

A copy of the definitive minutes shall be sent to the Project Leader and other Workpackage Leaders within forty five (45) calendar days of each such meeting.

4.1.3.2. Role of the Workpackage Leader

Each Workpackage Leader:

- presents, every six (6) months, progress reports on the state of advancement of the Workpackage to the Network Steering Committee or other relevant body;
- makes proposals on programmes to be conducted and the arrangements for performance monitoring, the directions of the Workpackage and of the JPA;
- makes proposals on the allocation of Workpackage tasks, financial needs and allocation among the Contractors, the need to bring in new Contractors, need for subcontractors for the establishment and the fulfilment of the JPA;
- validates Deliverables and Reports on the Workpackage to be submitted for validation by the Network Steering Committee before sending to the Commission;
- identifies Contractors presenting financial or technical risks within a Workpackage and informs the Network Steering Committee;
- informs the Network Steering Committee of any other difficulty arising in connection with the conduct of the Workpackage.
- manages his/her Workpackage Committee.

4.1.3.3. Deadlock situations – arbitration by Network Steering Committee

In case of a deadlock, the Workpackage Leaders will submit the relevant decision to the Network Steering Committee for arbitration, and the Network Steering Committee will have fifteen (15) calendar days in order to decide.

4.1.4. Scientific Advisory Council

4.1.4.1. Composition and meeting

The Scientific Advisory Council is composed of scientists experts from outside the Consortium and any other specialists in the field of the Project, stakeholders and users. They are appointed by the Board of Directors which will determine their number for the term of this Consortium Agreement. The Board of Directors appoints the chairperson of the Scientific Advisory Council from among the members of this Council.

The chairperson of the Network Steering Committee shall attend meetings with a role of advisor.

The Scientific Advisory Council shall meet at least once a year.

Prior to the beginning of its activity, each member of the Scientific Advisory Council shall enter into a Non-Disclosure Agreement.

For meeting organisation purposes, the Scientific Advisory Council shall be assisted by the chairperson of the Network Office.

4.1.4.2. Role

The Scientific Advisory Council is a consultative body charged with the scientific evaluation of the Network's activities.

- it advises the Board of Directors and the Network Steering Committee on Project directions and the implementation by the Network of Excellence of its mission to spread excellence in Europe;
- it advises the Network Steering Committee on scientific orientation of the Project;
- it evaluates the progress of the JPA for the Project as well as the results obtained;
- it proposes mechanisms to assess the quality of project results, when it deems such mechanisms useful or necessary;
- it may be consulted by the Board of Directors and the Network Steering Committee on any scientific issue;
- it may make any proposal or transmit any information it deems useful to the Board of Directors.

4.1.5. Intellectual Property Use and Dissemination Committee (IPUDC)

The Contractors may decide during the Project lifetime to set up an advisory committee to deal with matters on IPR, Use and Dissemination related to the Network (hereinafter referred to as "the IPUDC"). Should the Contractors not decide to set up this committee, the tasks defined in article 4.1.5.2 shall be carried out by the Network Steering Committee.

4.1.5.1. Composition and meeting

The IPUDC is composed of a number of representatives as agreed by the Contractors. The chairperson of the IPUDC is appointed among its members. Each representative may be assisted by an expert of their respective organisation.

The IPUDC shall meet at least two (2) times a year, and necessarily once back-to-back with an annual meeting of the Board of Directors.

It will be convened either by the chairperson of the IPUDC or upon the request of the chairperson of the Network Steering Committee.

The IPUDC shall be responsible for its own work procedures and time schedule, providing that such arrangements, work procedures and time schedule do not conflict with this Consortium Agreement, the JPA, or requests made by the Network Steering Committee, the Board of Directors or the Commission.

Meetings can be held via teleconference or via e-mail.

The chairperson shall draft minutes of the meetings.

A copy of definitive minutes shall be sent to the Network Steering Committee within thirty (30) calendar days of the concerned meeting.

4.1.5.2. Role

Upon the request of chairperson of the Network Steering Committee, a member of the IPUDC may attend the Network Steering Committee meetings.

Upon the request of a Workpackage Leader, a member of the IPUDC may attend Workpackage meetings.

The IPUDC prepares and reviews the Plan for Using and Disseminating the Knowledge of the Project to be submitted to the Board of Directors for validation after a prior approval by the Network Steering Committee.

The IPUDC identifies Knowledge that could be the subject matter of protection, use or dissemination, based on envisaged publications and activity reports issued by Workpackages.

It shall assist the Network Steering Committee in proposing to the concerned Contractors measures in connection with publications, the protection of Knowledge and their dissemination.

It may submit on demand a proposal to the Network Steering Committee and to the concerned Contractors on the allocation of co-ownership shares over Knowledge obtained by several Contractors.

At the request of the Network Steering Committee, it shall propose solutions to any issue arising from intellectual property matters.

The IPUDC shall submit an annual report to the Network Steering Committee and to the Board of Directors.

4.2. Operational Bodies

4.2.1. Coordinator

The position of Coordinator is entrusted to the Contractor Caisse des Dépôts et Consignations (CDC).

4.2.2 Coordinator's role

The Coordinator's role includes the administrative and financial aspects consistent with the EC Contract, the Regulation and hereunder.

It consists of:

- Ensuring the signature and collecting the Forms A for Contractors' accession to the EC Contract, and forwarding them in a timely manner to the Commission;
- Receiving EC Contribution from the Commission for the Network of Excellence;
- Dispatching to the Contractors the EC Contribution in a timely fashion, according to written decisions taken by the Network Steering Committee, in compliance with the EC Contract, the Consortium Agreement, and decisions of the Board of Directors;
- Informing every six (6) months the Network Steering Committee about inputs (timesheets, expenditures...), if any, mentioned by Contractors in the IMT;
- As requested by the Commission, preparing "Periodic management reports" (sections 2 and 3) and in collaboration with the Project Leader the section 1 "Periodic management reports" which are validated by the Network Steering Committee before sending to the Commission;
- Keeping appropriate account of all financial transactions concerning the EC Contribution in such a form that the competent bodies and Contractors may be kept up to date on its distribution;
- Supporting the Project Leader and any competent person chosen amongst the Contractors in negotiation with the Commission;
- Making available the Information Management Tool, accessible to all Network of Excellence Contractors through the Internet, to collect and distribute information relevant to the Network of Excellence regarding Project and Consortium budget tracking. This tool is used to help produce the management and financial reports required by the Commission. The Coordinator will provide, all necessary information of use to the Contractors, and training when requested. The Coordinator is not responsible for inexactitude, error, incoherence of any data communicated in IMT by the Contractors.
- Submitting Reports and Deliverables to the Commission prepared first and delivered by the Network's competent bodies;
- Withholding the advance payments and transferring sums allocated among the Contractors according to article 7.1.2;
- Receive annually, by mail and electronic means, Forms C, with the audit certificate attached (as required by the Commission), duly filled in by the Contractors and provide them to the Commission after validation by the Project Leader;
- Preparing "Periodic reports on the distribution of the Community's contribution", as requested by the Commission, on the basis of inputs provided by the Contractors, via the Workpackages and provide it to the Commission after validation by the Network Steering Committee;
- Participate with the Network Office in preparing any amendments to the Consortium Agreement which shall be validated by the competent bodies of the Project. The Coordinator shall submit them for the signature of all Contractors;

- Communicate to the Commission any change to the Consortium and submit on behalf of the Consortium any request for amendments to the EC Contract;
- Communicate all information received from the Commission in connection with the Network of Excellence to the competent bodies;
- Communicating all information required by the Commission in connection with the Project;
- In collaboration with Network Office make sure that Reports and Deliverables have been submitted in a timely fashion as required in the EC Contract or as otherwise required by the Commission.

The Coordinator is not entitled to act or to make legally binding declarations on behalf of any other Contractor without the prior authorisation of such Contractor, nor to enlarge its role beyond what is described in this Consortium Agreement and results from the Regulation.

Concerning the legal management, the Coordinator shall only provide the legal secretariat of the consortium and will maintain the Consortium Agreement and the EC Contract. All other legal management issues (ex: IPR management, legal follow up of the Project) shall not be the Coordinator's responsibility.

4.2.3. Network Office

4.2.3.1. Composition

The Network Office is composed of the Project Leader, the Technical Manager, the Coordinator and any qualified persons according to the needs of the Project.

The chair of the Network Office is entrusted to the Project leader.

The chairperson of the Network Office reports to the chairperson of the Board of Directors.

The Network Office shall provide the secretariat of the Board of Directors and of the Network Steering Committee.

The Technical Manager is a person hired by the Project Leader Institution, works under the management of the latter and report to the Project Leader.

4.2.3.2. Role

The principal role of the Network Office is the day-to-day running of the Project.

The Network Office shall:

- manage the administrative, legal, financial and other non-technical aspects of the Project;
- assist the Network Steering Committee in the steering of the Project (follow-up of planning schedule, issue reminders for task initiation or completion, etc.);
- support the Network Steering Committee in following-up of their decisions;
- assist the Coordinator in preparing Project financial Reports;
- assist the Network Steering Committee in implementing the competitive calls procedure for new Contractors;
- assist the Network Steering Committee in preparing the Project budget;
- Support the Network Steering Committee and the Workpackage Leaders to prepare the Reports and Project Deliverables required by the Commission;

- support the Chairpersons to organise and keep minutes of the meetings of the Board of Directors, the Network Steering Committee, the IPUDC, if any, and the Scientific Advisory Council;
- coordinate the preparation of the Project Deliverables / Reports and the meetings;
- maintain the Project web site which holds all the minutes, agreements and progress documents so all Contractors can see at a glance the progress of the Project as a whole.

Article 5. Contractors' obligations for the implementation of the Network of Excellence

5.1. General obligation

Notwithstanding any other obligations provided herein, the Contractors shall use their best reasonable endeavour to perform, fulfil, promptly and in due time all their obligations so that the Project shall be carried out in accordance with the terms and conditions of the EC Contract and this Consortium Agreement.

5.2. Deliverables and Reports

The Contractors shall provide the chairperson of the Network Steering Committee, the Coordinator or the Workpackage Leaders, as appropriate, with the Reports and Deliverables, and other information as they require in order to perform their duties under this Consortium Agreement and under the EC Contract or as the Commission may request.

The Contractors shall advise the Coordinator and/or the chairperson of the Network Steering Committee, and the concerned Workpackage Leader of any request from the Commission concerning the Project.

The Contractors shall communicate to the Network Steering Committee the expenditure summary reports every six (6) months.

The Contractors shall communicate in IMT all data on working time to be charged for the work in each Workpackage and costs incurred.

The Network Steering Committee approves all this information communicated in IMT, after verification by the Workpackage Leaders and after prior validation by the person responsible of the work in each institution.

Each Contractor shall address to the Coordinator an audit certificate, (as required by the Commission) attached to the Form C, in accordance with the relevant article of the EC Contract no later than fifteen (15) days after the end of each reporting period.

On request of the Project Leader and Workpackage Leaders, all deliverables, information, and reports shall be submitted in electronic form in Word format, graphics in GIF or JPEG format, or any other format mutually agreed, following the layout prescribed by the Project Leader.

Contractors who shall not receive EC financial are not obliged to produce expenditure summary reports, audit certificates and Form C. This applies to Contractor USNM and Contractor MO in particular.

5.3. Contractors' undertakings

Each Contractor undertakes:

(The undertakings related to the EC financial contribution do not apply to Contractors who shall not receive EC financial contribution. This applies to Contractor MO and Contractor USNM in particular).

- i. to promptly notify to the Project Leader any delay in performance or any event that may impact the Project;
- ii. to provide every six (6) months expenditure summary reports to be validated by the Network Steering Committee;
- iii. to keep and provide, via the IMT, records of the working time to be charged to the Project throughout the duration of the Project and costs incurred;
- iv. to inform the Project Leader and the Workpackage Leaders of relevant communications it receives from third parties in relation to the Project;
- v. to ensure the accuracy of any information it supplies to the other Contractors and to promptly correct any error therein of which it is notified, whereas the recipient Contractor shall be responsible for the use made of such information;
- vi. not to use knowingly any proprietary rights of a third party for which it has not acquired the corresponding right of use;
- vii. to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Contractors and in accordance with good scientific and business ethics;
- viii. to participate in a cooperative manner in the meetings of the different bodies under this Consortium Agreement and to exercise veto rights in a responsible manner;
- ix. to provide the Network Office with the name of the person duly authorised by his/her institution to give all necessary and appropriate information concerning the Contractor's participation in the Network;
- x. to provide the Coordinator with the name of the person, identified as the "Financial Officer" in the Form C, representing the Contractor, duly authorised by his/her institution, who shall commit and confirm that all financial information and costs statements delivered by the Contractor are exact and true. In case of change of this representative, each Contractor shall provide the Network Office with a new name within seven (7) calendar days after this change, if possible;
- xi. to provide the Network Steering Committee with information and documents required by the Commission to justify the payment of the EC Contribution;
- xii. to provide the Workpackage Leaders and the Project Leader with all information and documents required to establish the regular progress Reports and Deliverables for the Commission;
- xiii. to supply the Coordinator with the Form C to which the audit certificates shall be attached, as required by the Commission, duly filled and sent by electronic means and mail and no later than fifteen (15) calendar days after the expiration of each reporting period;

xiv. to supply the Coordinator with all information required by him to establish an annual financial report;

xv. to supply the Coordinator with all information about Contractor's bank account, especially IBAN where existing; in case of change in these bank details, each Contractor shall inform the Coordinator within seven (7) calendar days after this change, if possible;

xvi. each Contractor shall keep the original of the supporting documents relating to expenses declared for reimbursement by the Commission for a period of five (5) years after termination of the Project and shall make these available in case of an audit;

xvii. to respect the rules in matter of subcontracting in accordance with article 5.4 of this Consortium Agreement.

5.4. Subcontracting

In addition to the Contract Annex II General Conditions part A article II.6, if recourse to a subcontract is not identified in the Annex I of the EC Contract, the Contractor shall request the prior approval of the Network Steering Committee for all subcontracts.

Each Contractor undertakes to organise the bid for any subcontract and to comply with the requirements of the General Conditions provision II 6 of EC Contract.

Each Contractor having recourse to sub-contracting undertakes to comply with all legal national rules in the matter of the bid.

Article 6 Change to the Consortium

6.1. Inclusion of a new Contractor

6.1.1. Inclusion of new Contractors without any additional contribution from the Commission

The JPA and the EC Contract determine the changes to the composition of the Consortium requiring a competitive selection procedure. In all other cases, without contrary decision of the Network Steering Committee, no competitive selection call procedure shall apply.

The competitive selection call procedure will be implemented by the Network Steering Committee with the support of the Network Office pursuant to the provisions of Annex III of the EC Contract.

6.1.2. Entry of new Contractors with an additional contribution from the Commission

This question will be debated with the Commission which may, as indicated in the Annex II General Conditions of the EC Contract, increase the Community's financial contribution to the Project during the course of its conduct in view of extending it to cover new activities that could involve new Contractors.

The Commission shall do so through calls for additional proposals, which it shall publish in accordance with the rules of participation. The Commission shall evaluate and select these proposals in agreement with the Consortium.

6.1.3. Conditions of participation in the Project by the new Contractors

6.1.3.1. Obligations of new Contractors

By joining the Project a new Contractor agrees to participate (through human, material and/or financial means) in the JPA and to pay the entrance fee, if any, determined by the Board of Directors.

6.1.3.2. Date of the entrance of new Contractor

The entrance into the Consortium of a new Contractor shall become effective on the date it shall adhere to the EC Contract by the signature of Form B and to this Consortium Agreement by the signature of an amendment and after the entrance fee, if any, has been duly paid.

6.1.3.3. Access Rights of new Contractors

The new Contractor shall have access to the Pre-Existing Know-How of the other Contractors if needed for the purpose of carrying out its own part of the Project, or Use of its own knowledge upon written request pursuant to the terms set forth in Article 9 "Intellectual Property Rights" of the Consortium Agreement.

Nevertheless, any Contractor pursuant to the provisions of Regulation article 25.3 shall have the right to exclude some of its Pre-Existing Know How from the new Contractor's Access Rights.

6.2. Withdrawal, exclusion of a Contractor

6.2.1. Withdrawal of a Contractor

6.2.1.1. Procedures of withdrawal

In compliance with article II.15 of EC Contract, any Contractor other than a Defaulting Contractor as set out in 6.2.2, may request to terminate its participation in the EC Contract and this Consortium Agreement, by giving three (3) months prior written notice of termination to the other Contractors, by registered mail with acknowledgement of receipt, indicating the reasons for termination.

The Board of Directors may object to such termination by unanimous vote minus the vote of the withdrawing Contractor, indicating the reasons for objection, within a period of forty-five (45) days from receipt of notification.

If the Board of Directors does not object, the Coordinator shall inform the Commission of its withdrawal by registered mail with acknowledgement of receipt in accordance with the provisions of the EC Contract. The Commission shall have six (6) weeks from receipt to issue an objection.

If the Board of Directors objects, the Coordinator shall submit to the Commission a request for assistance, in accordance with the provisions of the EC Contract.

6.2.1.2. Consequences of withdrawal

6.2.1.2.1. On confidentiality obligation

The withdrawing Contractor agrees to treat as confidential all confidential information, as defined in Article 10 hereinafter, for a period of ten (10) years from the date of its withdrawal, and agrees not to apply for any patent or other proprietary right over any information, subject to its own information, it may have had knowledge of in connection with its participation in the Project.

6.2.1.2.2. On Access Rights

Any Contractor withdrawing from the Consortium:

- loses Access Rights to Knowledge produced and Pre-Existing Know-How identified after its withdrawal;
- keeps Access Rights to Pre-Existing Know-How and to the Knowledge of the other Contractors (in the state existing on the date of withdrawal), provided that (i) it is needed, for the use of the Knowledge of which it is the owner or co-owner and (ii) such Access Rights are requested at least within two (2) years after its withdrawal;
- keeps its entitlement to royalties generated by the use by the other co-owners or third parties of the Knowledge produced in the scope of the Project of which it is the owner or co-owner. Royalties will be calculated proportionally to its co-ownership share, or pursuant to the co-ownership agreement(s) or licence(s) concluded prior to its withdrawal.

The other Contractors keep, for the purposes of the research carried out in the scope of the Project, Access Rights pursuant to the terms set forth in Article 9: "Intellectual Property Rights" to the Pre-Existing Know-How (in the state existing on the date of withdrawal) of the withdrawing Contractor and to the Knowledge produced by it in the scope of the Project pursuant to the terms set forth in Article 26 and 27 of the Regulation concerning the rules for participation.

6.2.1.2.3. On equipment or material provided by other Contractors

A withdrawing Contractor shall return all equipment or materials provided by the other Contractors, or destroy them upon their written request, at its own costs.

6.2.1.2.4. In financial terms

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

The withdrawing Contractor is required to refund all advances paid to it from the EC Contribution except the amount spent for the performance of the Project, with appropriate justifications.

The withdrawing Contractor shall not be reimbursed for any part of the reserves constituted for the Consortium.

Financial consequences of withdraw do not apply to Contractors who shall not receive EC financial contribution. This applies to Contractor MO and Contractor USNM in particular.

6.2.1.2.5. On access to research infrastructures

Consequences on access to research infrastructures or equipment acquired with project co-financing are defined in the loan for use agreements and the co-ownership rules, if any.

6.2.1.2.6. On information to provide

The Contractor agrees to provide justifications in connection with the period during which it participated in the Project and any other element required to prepare the Reports and Deliverables, even after the date of its withdrawal.

6.2.1.2.7. On doctoral dissertations

The Contractors agree to make a special endeavour to pursue doctoral dissertations begun within the scope of the Project under the best possible conditions.

6.2.1.2.8. On its Affiliates' rights

The relevant consequences of the withdrawal of a Contractor shall be the same for its Affiliates or its Members.

6.2.2. Exclusion of a Contractor

In the event of a breach by a Contractor (Defaulting Contractor) of its obligations under this Consortium Agreement or the EC Contract which is irremediable or which is not remedied within thirty (30) calendar days of a written notice from the Project Leader, then the other Contractors in the Board of Directors may jointly decide, by unanimous vote minus the vote of the concerned Contractor, to terminate the participation of the Defaulting Contractor with respect to the Consortium Agreement following a minimum of 30 calendar days prior to written notice by the Project Leader.

Such termination shall take place with respect to the Defaulting Contractor and the latter shall be deemed to have agreed to the termination of the EC Contract in respect of its participation therein under article II. 16 of the EC Contract, as the other Contractors and/or the Commission shall decide provided always that:

- (a) any and all Access-rights granted to the Defaulting Contractor and its Affiliates by the other Parties as well as under the EC Contract, shall cease immediately; but any and all Access-rights granted by the Defaulting Contractor to the other Parties and their Affiliates shall remain in full force and effect;
- (b) the tasks of the Defaulting Contractor shall be assigned to one or several new contractors which will be selected by the Consortium following a competitive call in accordance with article III 3 of the EC Contract;
- (c) such termination is acceptable by the Commission;
- (d) the new contractor(s) mentioned in (b) above agrees to be bound by the terms of this Consortium Agreement and EC Contract.

The preference shall be granted to one or more of the remaining Contractors.

Except those consequences specifically provided in 6.2.2, the exclusion of a Contractor shall have the same consequences as a withdrawal. Additionally, a financial compensation may be determined by the Network Steering Committee in proportion of the work achieved by this Contractor.

Article 7. Consortium Resources

7.1. Financial means

7.1.1. Budget

7.1.1.1. The budget comprises the resources and costs required to execute the Project in accordance with the provisions of Part B of the Annex II of the EC Contract.

(a) The resources may comprise:

- i. the financial contribution from the Commission;
- ii. the receipts of the Project, defined in Article II.23 of the Contract;
- iii. the contributions in kind from third parties;
- iv. any income generated by the Project.

(b) The costs shall only comprise the eligible costs that can be justified and are auditable in the accounting system of the Contractors.

The Coordinator's participation to the Project, due to their specificity (non scientific organisation) shall be limited to what is strictly necessary to carry out its management tasks defined in the EC Contract and the Consortium Agreement.

7.1.1.2. The indicative budget for the first 18 months is attached as annex to the Description of Work (Annex I of the EC Contract).

7.1.1.3. From the second reporting period, the Project budget shall be adjusted annually by the Network Steering Committee assisted by the Network Office and communicated to the Board of Directors.

The Project budget shall identify the following:

- the anticipated personnel cost calculated as the efforts allocated per Contractor, per task of each Workpackage and per labour category multiplied by the labour cost of the categories concerned in accordance with the cost model which applies to the Contractor concerned and provided that:
 - i. the efforts are expressed as a number of effective working hours in the Project with a maximum of 1680 hours per year and per person and;
 - ii. the number of effective working hours are allocated per labour category of the actors required to undertake the tasks concerned and;
 - iii. the cost of each required labour category is justified by the Contractor and accepted by the Board of Directors and the Commission.
- the anticipated direct costs per Contractor and per Workpackage which shall comply with the three following conditions:

- i. being justifiable by full supporting documents;
 - ii. being identifiable by each Contractor in accordance with its accounting system and;
 - iii. being attributable directly to the Project.
- the anticipated indirect costs per Contractor in accordance with the cost model which applies to the Contractor concerned.

7.1.1.4. For each reporting period: the provisional budget shall be established:

- per type of activity such as “research”, “demonstration”, “integration”, “Joint Research Programme”, “Spreading of excellence”, “Management” which may be supported at different respective rates by the financial contribution from the Commission;
- per Workpackage; and
- per Contractor.

7.1.1.5. Provisional budget for each reporting period shall identify the anticipated receipts and expenses according to the following categories defined at managerial level:

- Equipment;
- Consumables;
- Subcontract;
- Travels;
- Other;
- Personnel.

Provisional budget may identify financial reserves constituted for either unexpected or conditional operations upon proposal from the Network Steering Committee and approved by the Board of Directors.

Projected expenses are set out in the budget in accordance with the Description of work.

7.1.2. Payments of the EC Contribution to the Contractors

7.1.2.1. No distribution of funds to Contractor may take place prior to the signature of the Consortium Agreement and of the EC Contract by the said Contractor

7.1.2.2. Method of payment to Contractors

The Coordinator shall receive the financial contribution made by the Commission.

For this purpose, an account will be opened by and at the Coordinator.

The Coordinator undertakes to transfer, in accordance with the EC Contract and the budget allocation decided by the Board of Directors, the appropriate sums to the respective Contractors pursuant to the timetable of the payments determined by the Board of Directors, upon instruction of the Project leader and after explicit written decision of the Network Steering Committee.

The Coordinator transfers these sums without unjustified delay, but it shall not be responsible for delay in transfer payment due to Contractors (due for example to inaccurate IBAN numbers, or to the Contractor's bank etc.) or Network's competent bodies.

All financial transactions on the account shall only be operated by the Coordinator upon written decision of the competent Consortium body.

The Coordinator will notify each Contractor promptly of the date and amount transferred to its respective bank account and shall give the relevant references. The Coordinator undertakes to keep advance payments allocated by the EC Contract, this Consortium Agreement or by Budget Consortium allocation in accordance with a decision of the Board of Directors in an account separated from its normal business accounts and its own assets and property.

As described in Annex n°6, the Contractors agree that the first part covering the first eighteen months ("Tranche 1") of the Community's financial contribution for the first DJPA shall only be distributed on a six months basis to the Contractors as follows:

- The first payment upon receipt of the advance payment from the Commission on the basis of 1/3 of the provisional repartition of the grant as described in annex I of the EC Contract;
- The second payment after validation by the Network Steering Committee of the expenditure reports.
- The third payment upon receipt of last payment of Tranche 1 ("retention rate") from the Commission, after receipt and validation by the Network Steering Committee, through Workpackage Leaders, of the first year Deliverables and Reports for the Commission and following the Commission's approval of such Deliverables and Reports, after validation by the Network Steering Committee of the expenditure reports, and in accordance with the budget approved by the Board of Directors for the second reporting period.
- From the second reporting period on, payments will be made alternatively upon approval of and in accordance with the forthcoming budget by the Board of Directors (beginning of the reporting period), and after validation by the Network Steering Committee of the expenditure reports (mid-term of each reporting period).

In the event that a Contractor has not provided the relevant Workpackage Leaders and the Network Steering Committee with Reports and Deliverables or has provided them late or provided non-compliant Reports and Deliverables, such Contractor shall not receive its corresponding payment of EC Contribution, until it remedies such non-delivery, late delivery or non-compliant delivery or unless the Network Steering Committee decides otherwise. In such a situation, the Coordinator undertakes to transfer the sums only on instruction of the Network Steering Committee. The Board of Directors shall be kept informed under all circumstances and may decide on additional appropriate measures with respect to the concerned Contractor. This shall not prevent the other Contractors from receiving their respective payments, except when failure from a contractor delays payment from the Commission to the Coordinator.

It is also agreed that no distribution of any advance payment from the Commission will be made for a subsequent part or "tranche" before the prior ones are fully paid.

7.1.3. Management of EC Contribution

All financial transaction of management and accounting in connection with the EC Contribution shall be made by the Coordinator in accordance with the applicable rules and in compliance with the rules defined by the European Community in this field.

The Coordinator shall identify in its accounts the EC Contribution to the Project and provide all required justifications upon the release of the funds.

The Coordinator will maintain complete books and records of the EC Contribution and the information will be made available to the Contractors at the end of each reporting period or at any time, at the request of an individual Contractor.

This bank account will be closed when all of the contributions have been remitted to the Contractors and in any event by no later than one (1) year after the termination of this Consortium Agreement.

7.1.4. Costs

Each Contractor shall bear its own costs incurred in connection with the performance of this Consortium Agreement and of the EC Contract and incurred in connection with the JPA and carrying out of the Project work and implementation of the Project.

The costs of the Project shall be mentioned in the Consortium budget.

As indicated in the Regulation, article 14-3, a share of no more than 7 % of the EC Contribution shall be reserved for management costs. These management costs shall be identified in a separated line in the budget, called "Management of the Consortium Activities".

The Coordinator's and Project Leader's management costs, incurred in connection of their mission and related to the Workpackage 1, shall have priority in the line of the budget "Management of the Consortium Activities".

All other costs, "management" costs linked to management of the scientific activities, if any, are to be handled within the budget lines of the concerned Workpackage.

The costs for each audit certificate shall be supported by each Contractor as its financial participation to the Consortium budget. A maximum sum of 1500 euros per audit certificate will be allowed to each Contractor to cover an amount of audit certificate, if any. The remaining balance shall be borne by the concerned Contractors.

7.2. Material resources

7.2.1. Research infrastructures

The Consortium shall not own any assets.

Equipment belonging to a Contractor may be made available for the purposes of the performance of the JPA and the other Contractors may have access thereto subject to local access rules. In this case, a loan for use agreement shall be negotiated between the interested Contractors.

The Contractors may decide to append to this Consortium Agreement a list of this equipment that the Contractors may update in accordance with the DJPA. This list specifies:

- the names and references of the equipment;
- the name of the owner;
- place of allocation;

- the purpose of allocation, so as to be able to define in the Description of work which Contractor will have access thereto.

Taxonomic collections belonging to each Contractor shall be made available to other Contractors for purpose of the Project, according to the local rules and or collective rules agreed during the course of this Project.

The Contractor owner of the equipment will warrant its proper operation and compliance with safety and use standards pursuant to the laws of the country where the equipment is located. For scientific equipment (other than lap-top P.C. equipment), the Contractor being responsible for the place of allocation shall have custody thereof.

The Contractor being responsible for the place of allocation shall organise access to the premises and to the equipment, subject to its internal rules.

7.2.2. Real estate infrastructures

Buildings shall remain the property of the Contractors owning them, who may make them available for use by the other Contractors pursuant to terms to be defined by a hosting agreement.

7.2.3. Joint Acquisition of Equipment

The Contractors, except the Coordinator CDC, may decide to entrust the joint acquisition of technical equipment to an agent, in order to achieve more favourable financial conditions and to ensure technical compatibility. In this case, the amount needed for the equipment shall be allocated to the Contractor to which the equipment shall be allocated. The agent shall, upon request, order the equipment, monitor its delivery, and distribute it to the Contractors who shall own the equipment or who are designated as being the place of allocation.

7.3. Human resources

Mobility actions may be carried out on a case-by-case basis depending on the laws, regulations and status applicable to each Contractor.

The Contractors shall deal themselves with the hiring of any persons required for the administration and the implementation of the JPA as their personal business, as well as their seconding to other Contractors.

In case of employee mobility under this Consortium Agreement, the employees of each Contractor shall retain the status they originally had; their organisation of affiliation shall retain its duties as employer, and pay and manage this person pursuant to the applicable legislation and internal policies.

Each Contractor shall ensure the coverage of its employees in accordance with the national legislation applicable to social security coverage, work-related accidents and occupational diseases and shall carry out all legal or regulatory requirements related to it.

Employees of a Contractor working, for the purposes of the performance of the JPA, in the premises of another Contractor are required to comply with the internal policies as well as with all general or special rules of health and hygiene applicable in the premises of the host Contractor.

Each of the Contractors shall deal themselves with the arrangements in connection with the hosting of third-party employees within the scope of the Project as its personal business.

The host Contractor agrees to inform the employer and the hosted employee of any risks to which its employees may be exposed on the host premises.

The employer of seconded employees is required to be in a position to justify to the host Contractor the compliance of the status of all of its employees under labour and employment law rules or other rules applicable to them.

A list of researchers assigned to the Project shall be attached hereto and may be updated from time to time.

Article 8. Liability/Insurance and Force majeure

8.1. General Principles

Each Contractor agrees to assume all of the financial consequences of its liability in all cases its liability is asserted on the basis of damage caused to one of the others Contractors or to a third party within the scope of the performance of this Consortium Agreement.

Each Contractor is in charge of its own personnel insurance coverage according to its national applicable law including social security law and accident at work and occupational diseases regulations. Each Contractor is liable for any damages caused by its own personnel. Each employer performs its own formalities related to employment contracts.

Pursuant to the article 13.2 of the Regulation, the technical implementation of the Project shall be the collective responsibility of all the Contractors with the exception of the Coordinator CDC, the responsibility of which is limited to the performance of its own mission.

Contractors who shall not receive EC financial contribution are not subject to any financial collective responsibility provisions applicable to the Project. This applies to Contractor MO and Contractor USNM in particular.

8.2. Exclusion of indirect damages

No Contractor shall be responsible to any other Contractor for indirect or consequential loss or damages such as loss of profit, loss of revenue, or loss of contracts or a similar loss or damage.

8.3. Liability towards the Commission

Public bodies shall be responsible, in accordance with the Regulation and the EC Contract, for their own debts only.

The Contractor CDC only assumes liability related to the performance of its own mission of the Coordinator. Other Contractors do not assume a liability related to the performance of Coordinator's mission.

Notwithstanding any collective liability of the Contractors which may exist towards the Commission, each Contractor, except public bodies, shall be liable towards the other Contractors for any losses or damages suffered by the Commission, as a consequence of any failure to perform all or part of its obligations under the EC Contract or under this Consortium Agreement.

Accordingly, should the Commission, in accordance with the provisions of the EC Contract, claim any reimbursement, indemnity or payment of damages from one or more Contractors, the Contractors other than public bodies agree that:

- i. each Contractor whose failure has caused or contributed to cause such claim shall indemnify each of the other Contractors against such claim, provided always that the total and cumulative limit of liability of that Contractor towards all the other Contractors collectively, in respect of any and all such claims shall not exceed twice the contribution it is entitled to receive as per the EC Contract;
- ii. in the event it is not possible to attribute the failure to any Contractor under (i), the amount claimed by the Commission shall be apportioned among all the Contractors, except public bodies, proportionally to the contribution they are entitled to receive and in compliance with article II 18 of the Annex II of the EC Contract.

8.4. Liability towards third parties

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

8.5. Liability for Subcontractors, third parties, Members

Each Contractor shall remain fully responsible for the performance of:

- any part of its work;
- its obligations under the EC Contract :
 - by any subcontractor, subject always to appointments of any subcontractors with the approval of the Network Steering Committee in accordance with article 5.4;
 - by third parties which contribute to the Project in accordance with article II-19-1 (e) on the basis of an agreement between itself and such third party;
 - and by Members it represents as eventually specified in a special clause n°23 inserted in the addendum of the EC Contract.

Therefore, said Contractor shall ensure that (i) such subcontract or agreement fully complies with the requirements of the EC Contract; (ii) the other Contractors' Access Rights are fully preserved; and (iii) subcontractors, third parties or Members shall have no access to any other Contractor's Knowledge or Pre-Existing Know-How without the latter's prior written consent.

8.6. Force majeure

The Contractors agree that the definition of Force majeure and obligations pertaining thereto shall be as per the Commission contractual rules, Annex II General Conditions II.5 and after the conclusion of the EC Contract, by such rules as they may have been amended as a result of the Contract negotiations.

Each Contractor will notify the other Contractors in writing of any “Force majeure” as soon as possible. The Contractors shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such Force majeure event is not overcome within 6 weeks after such notification, the transfer of tasks shall be carried out.

Article 9 Intellectual Property Rights

9.1. Publication

Any publication or written communication in connection with Knowledge, is required to be submitted to all the contractors and to the Commission.

The Commission and the other Contractors shall be given 30 days prior written notice of any planned publication. If, before the end of this period, the Commission and/or the other Contractors so request, a copy of these data shall be communicated to them within 30 days after receipt of such request. The Commission and the other contractors may object to the publication within 30 days after receipt of these data envisaged to be published, if they consider that the protection of their Knowledge would be adversely affected by this publication. The planned publication shall be suspended until the end of this consultation period. In the absence of any publication within the above-mentioned period, it is deemed that the Commission and the other contractors agree.

The objection of the Contractors may consist of:

- a) a request for modifications, specifically if certain pieces of information contained in the proposed publication are likely to impair the intellectual and commercial use of Knowledge, provided however that the scientific content and conclusions remain unaltered; or
- b) a request that the publication or written communication be postponed if, in its opinion, real and serious reasons require this, especially if the information contained in the proposed publication or communication should be the subject matter of intellectual property protection.

However, the Contractors shall have four (4) months from the first submission of the planned publication to find a solution on an alternative publication.

All publications will acknowledge the Project and acknowledge that the Project received funding from the Commission’s Sixth Framework Programme, it being understood that any publication or communication made pursuant to this article is required to indicate the contribution made by each of the Contractors to the conduct of the research.

Nothing contained in the above paragraph shall prevent:

- the submission of a thesis to examiners in accordance with the normal regulations and practice of the Public bodies subject where appropriate to such examiners being bound by confidentiality provisions in no less terms than those outlined in article 9.1;
- the obligation of a Contractor to issue a scientific activity report for the State or administrative organisation it belongs to. This communication shall not constitute a public disclosure, but will be an internal communication to the Contractor.

9.2. General principles regarding Pre-Existing Know-How (PEKH)

9.2.1. Ownership

Each Contractor or Member is and remains the sole owner of its intellectual and intellectual property rights over its PEKH. Unless expressly provided otherwise, trademarks are not part of PEKH.

9.2.2. Identification of Pre-Existing Know-How

Access Rights may be granted only on Pre-Existing Know-How and Knowledge arising from the research carried out by the Contractors' and Members' departments, institutes, or laboratories implied in the Project, as described in the Contract Preparation Forms or Annex 1 by each Contractor or Member, subject to the respect of disposals of the EC Contract and of this Consortium Agreement.

The Contractors and Members have identified and listed in the Annex 1 the PEKH explicitly excluded.

The Contractors and Members agree to provide access to all Pre-Existing Know-How held by them that is required for the conduct of the Project, except for those listed in Annex 1 and for those the concerned Contractor or Member is not free to grant.

9.3. General principles applicable to Knowledge

9.3.1. Ownership and protection of Knowledge

9.3.1.1. Principle

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

9.3.1.2. Joint ownership

If several Contractors or Members jointly carry out work generating the Knowledge and if their respective share of work cannot be ascertained, they shall have joint ownership of that Knowledge.

The Contractors or Members concerned ("Co-owners") agree to jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up among themselves appropriate agreements in order to do so.

These co-ownership agreements shall specify, inter alia, the applicable arrangements in case of the extension of rights as well as those applicable to the allocation and assumption of expenses in connection with the requested protection. The share of each of the Co-owners to the development of the Knowledge shall be defined proportionally to the resources contributed by each, whether human, financial or intellectual.

So long as any such rights are in force, such Co-owners shall be entitled to use and to licence such rights on a non-exclusive basis with a financial compensation decided on a case-by-case basis in accordance with the agreements concluded with the prior written consent of the other Co-owners and in accordance with national rules related to invention by the public bodies.

9.3.1.3. Protection of Knowledge

In case a Contractor or Member (“Originator”) decides in its sole discretion that it does not intend to seek adequate and effective protection over (part of) its Knowledge resulting from the Project, then the Originator shall inform in writing the other Contractors and Members, through the Project Leader, and any Contractor or any Member interested in applying to obtain and maintain such protection shall inform accordingly the other Contractors and Members through the Project Leader and in writing within one (1) month of receipt of the relevant notice.

In case several Contractors or Members are interested in so applying, they shall strive to set up among themselves and with the Originator appropriate agreements to this end.

Should no other Contractor or Member show an interest in so applying, the Project Leader shall inform accordingly the Commission in accordance with Annex II General Conditions – C, Article II. 33 of the EC Contract.

The foregoing shall be without prejudice to the Access Rights of all Contractors or Members that will remain unaffected.

The agreement concluded between a Contractor or a Member, and a subcontractor shall prohibit the subcontractor from applying for any intellectual property right with regard to the Knowledge.

All measures concerning the protection of Knowledge resulting from the Project shall be taken by the owner or co-owners, as the case may be, of the Knowledge, after consultation of the Network Steering Committee or the IPUDC, if any.

9.3.2. Use and dissemination

If dissemination of Knowledge does not adversely affect its protection or use, or its respective to legitimate interests, the Contractors shall ensure further dissemination of their own Knowledge as provided under the EC Contract and this Consortium Agreement.

9.4. Access Rights

9.4.1. General principles: conditions of Access Rights

Each Contractor or Member shall take appropriate measures to ensure that it can grant Access Rights and fulfil its obligations under the EC Contract and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work package for the Project.

The Contractors and Members agree that Access Rights needed for the execution of the Project or for Use shall be granted on a non-exclusive basis.

The Contractors and Members agree that, for the execution of the Project, needed Access Rights shall be granted on written request to the owner of the Pre-Existing Know-How’s or Knowledge.

Access Rights to Knowledge and Pre-Existing Know-How needed for Use shall be granted upon a bilateral or a multilateral agreement between the Contractors and the Members concerned.

The Contractors and Members also agree that, if not otherwise provided in this Consortium Agreement or granted by the owner of the Knowledge or Pre-Existing Know-How, Access Rights shall not include the right to grant sublicenses except for Affiliates.

In relation to the grant of Access Rights, "needed" or "need" shall mean that, without the grant of such Access Rights:

- (a) in the case of Access Rights granted for the execution of the Project, carrying out the tasks assigned to the recipient Contractor or Member would be impossible, significantly delayed, or require significant additional financial or human resources.
- (b) in the case of Access Rights granted for Use, the Use of a defined and material element of the recipient Contractor's or Member's own Knowledge would be technically or legally impossible.

Members shall have the same rights and obligations as the Contractors regarding Access Rights.

Concerning the particularity of the Coordinator's participation, the IPR belonging to the Coordinator, which is a financial institution, are not subject to any obligation of granting access rights.

9.4.2. Access Rights for Affiliates

Upon request, each Contractor or Member shall grant Access Rights to the Affiliates of the requesting Contractors or Members identified in Annex 8, as if such Affiliates were parties hereto, provided all such Affiliates are bound by all confidentiality and other obligations of the Contractors under the EC Contract and under this Consortium Agreement, including but not limited to confidentiality undertakings as if such Affiliates were parties thereto.

A parent company, which is not a Contractor or Member for the purposes of the EC Contract with the Commission, is not eligible to benefit from any Access Rights.

Upon cessation of the control of an Affiliate, any Access Rights granted to such Affiliate in respect of Knowledge or Pre-Existing Know-How shall expire, except as otherwise agreed between such Affiliate and the Contractor or Member concerned and the Network Steering Committee.

9.4.3. Access Rights for third parties

Each Contractor or Member (the "First Contractor") may enter into a technical cooperation or licensing arrangement with a third party in respect of any minor amount of Knowledge of another Contractor or Member (the "Second Contractor") which has been unavoidably incorporated into or amalgamated with the First Contractor's or Member's own Knowledge.

In such circumstances and upon request of the First Contractor, the Second Contractor shall grant to the First Contractor non-exclusive licenses over its Knowledge against terms and conditions to be agreed upon, provided that no legitimate interests of the Second Contractor oppose the grant of any such license.

9.4.4. Access Rights for execution of the Project

The Contractors and Members agree that the Access Rights to the Pre-existing Know-How needed for carrying out their own work under the Project shall be granted on a royalty-free basis.

The Contractors and Members agree that the Access Rights to the Knowledge needed for carrying out their own work under the Project shall be granted on a royalty-free basis.

It is understood that the provisions of this article apply only for the jointly executed research, as defined in Annex 1 of the EC Contract or for the jointly executed research as added progressively by decisions of the different bodies of the Project.

9.4.5. Access Rights for Use of Knowledge

The Contractors and Members agree that the Access Rights to their Pre-Existing Know-How needed for Use of another Contractor's or Member's own Knowledge shall be granted on Fair and non-discriminatory market conditions.

The Contractors and Members agree that the Access Rights to the Knowledge needed for Use of another Contractor's or Member's own Knowledge shall be granted at Fair and non discriminatory market conditions.

9.4.6 Database and Software Access Rights

The provisions regarding Access Rights granted in this Consortium Agreement shall not apply in respect of any software programs or related source/object codes and documentation produced or used by any Party in the course of the Project.

Software and data standard development produced in the course of the project will be put under a public license.

However concerning Software programs and Database that are defined as Pre-Existing Know-How, the rules concerning ownership and Access Rights as defined in this Consortium Agreement shall remain applicable.

Access Rights to Software that is defined as Pre-Existing Know-How shall not include access to Source Code but only access to object Code. However Access Rights to Source Code may be granted subject to a separate agreement to be concluded between the Contractors concerned.

9.5. Protection of acronym and name of the Project and filing of a domain name

After having carried out all searches for prior rights that may be required, the Contractors may agree that the Project leader or any other Contractor shall be in charge of proceeding, in its own name, with the filing of the acronym for the Project as a trademark as well as of any corresponding domain name. The Contractors shall agree on the extent of the protection sought.

The non-filing Contractors shall benefit from a non-exclusive license to use this trademark under financial terms corresponding to an amount no higher than that resulting from an equal share of the cost of filing, obtaining and maintaining the trademark.

9.6. “Have manufactured” Rights

Each of the Contractors agrees that, before any agreement concerning the execution of the “have manufactured” Rights is reached with a third party by a Contractor which is not itself incorporated or established principally to undertake manufacturing activities and, due to its size or nature, is itself unable to commercialise the Knowledge, the other Contractors shall themselves have a prior right to agree to undertake such manufacturing on fair and reasonable terms and conditions to be negotiated.

9.7. Use of Trademarks

Each Contractor retains all rights, title and interest in any of its trade and business names, service marks, trademarks, logos or other symbols it uses to identify itself or any of its activities and no Contractor shall acquire under this Consortium Agreement any license or any other right, express or implied, by law or otherwise, title or interest in or to any such Marks of any other Contractor.

Each Contractor shall obtain the other Contractor's (s') prior written approval of any publication or any press releases or public announcement making reference to said other Contractor(s) and specifically on the Trademarks of said Contractor(s) on the such said use and on the manner it will be used.

Article 10 Confidentiality

10.1. Duration

During the term of the Project and for a period of five (5) years thereafter, the Contractors shall treat as confidential any information which is designated as confidential by the disclosing Contractor by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing Contractor.

Accordingly, each Contractor undertakes (in addition and without prejudice to any commitment under the Contract) that:

- the receiving Contractor shall not use any such information for any purpose other than in accordance with the terms of the Contract and this Consortium Agreement, and
- the receiving Contractor shall not disclose any such confidential information to any third party or to another Contractor, except with the disclosing Contractor's prior written consent, and
- such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing Contractor.

10.2. Exclusions

The confidentiality obligation stipulated above shall not apply to information for which the receiving Contractor can prove that it:

- had been published prior to its communication by the disclosing Contractor or fell within the public domain after such communication but by no fault of its own;
- was already in its possession at the time of signature of this Consortium Agreement;
- is received from a third party without any breach of any confidentiality obligation;
- is subsequently developed by or for the receiving Contractor independently of the confidential information received from the disclosing Contractor;
- had to be communicated to comply with applicable laws or regulations or with a court or administrative order provided that insofar as reasonably possible the receiving Contractor shall have informed the disclosing Contractor of such need and shall have complied with the disclosing Contractor's reasonable instructions designed to protect the confidentiality of such information.

10.3. Obligations of Employees, Affiliates, Subcontractors, Third Parties

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

The Contractors shall impose the same confidentiality obligations on their Affiliates, subcontractors, third parties contributing to the Project in accordance with article II-19-1- (e) of EC Contract or Members they represent if specified in a special clause n°23 inserted in the addendum of the EC Contract.

Article 11 Miscellaneous provisions

11.1. Entire agreement

This Consortium Agreement and its annexes, the EC Contract and its annexes, the letter of commitment, and when such exists, addendum and any complementary contract(s), constitute the entire agreement among the Contractors in respect of the Project, and supersede all previous negotiations, commitments and documents concerning the Project including any memorandum of understanding among the Contractors (whether or not with others) which relate to the Project or its proposal to the Commission.

The annexes to this Consortium Agreement which form an integral part thereof are:

ANNEX 1: List of excluded Pre-Existing Know-How

ANNEX 2: List of researchers and doctoral students participating in the Network

ANNEX 3: Non-Disclosure Agreement

ANNEX 4: Documents giving details of Parties' Bank Accounts (including IBAN)

ANNEX 5: Recipients for person responsible for the work (for whose attention different notices are to be addressed)

ANNEX 6: Project Management Chart

ANNEX 7: List of Equipment made available for the Project (article 7.2.1)

ANNEX 8: List of Affiliates

11.2. Controlling provisions

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

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

11.3. Transfer or Assignment

Any rights or obligations of the Contractors arising from this Consortium Agreement may not be assigned or transferred in all or in part to any third party without the other Contractors' prior written approval and without the Commission's approval.

11.4. Duration of this Consortium Agreement

This Consortium Agreement shall enter into force once the following three (3) conditions have been fulfilled:

1. All of the Contractors have adhered to this Consortium Agreement by signing "the Declaration of Accession to the Consortium Agreement";
2. The EC Contract with the Commission has been signed by the Coordinator and the Commission;
3. All the Contractors have adhered to the EC Contract, by signing the A Form. If one or several Contractors do not adhere to the EC Contract and if an alternative solution has been accepted by the Commission, the Consortium Agreement shall enter into force.

For new Contractors acceding to this Consortium Agreement, this Consortium Agreement shall enter into force as from the date of the signature of such Contractor's declaration of accession to this Consortium Agreement.

The Project will commence on the date specified in article 4.2. of the EC Contract.

This Consortium Agreement shall expire on the Final Implementation Date of the EC Contract with the Commission, except the confidentiality clause (article 9-1) which shall remain in full force for all information disclosed during the execution of the Project for the period indicated in article 10.1.

This Consortium Agreement shall automatically terminate without any further demand and without liability of any Contractor to the others upon the first to occur of the following events:

- Cancellation of the Network of Excellence by the Commission;
- Termination of the entire EC Contract by the Commission;
- Should any Contractor enter into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, if the other Contractors decide, subject to approval by the Commission, to terminate the Network of Excellence.

One year prior to its expiry, the Board of Directors shall meet to envisage arrangements for the continuation of the Network and to devise a financing plan of a nature to ensure its continued existence.

The Project will commence on the date specified in article 4-2 of the EC Contract.

11.5. Language

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

11.6. *Applicable Law*

This Consortium Agreement shall be construed according to and governed by the law as provided in the EC Contract, Article 12.

11.7. *No partnership or agency*

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

11.8. *Settlement of disputes*

1) For the Contractors whose statute does not prohibit recourse to arbitration:

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

The arbitration award, if providing for damages, shall include interest from the date of any breach or other violation of this Consortium Agreement.

The arbitration award shall be final and binding upon the Contractors, not subject to appeal, and honoured by the Contractors without having resort to any court; however, if the award is not carried out voluntarily and without delay, it shall be referred to and enforced by any court having jurisdiction over the subject matter or any of the Contractors or their assets.

2) For the Contractors whose statute does not allow recourse to arbitration, including Contractor USNM:

All disputes or differences arising in connection with this Consortium Agreement which cannot be amicably settled within the Board of Directors within 6 months shall be subject to the jurisdiction of the appropriate national Court of the Contractor who would be the prospective defendant in legal action on the issue.

11.9. *Signature of special contracts*

Special contracts may be concluded among the Contractors for any issue not covered by the provisions of this Consortium Agreement provided that they are consistent with the term of this Consortium Agreement and the EC Contract. Before entering into these special contracts the concerned Contractors shall give prior written notice to the Network Steering Committee and provide it with a copy of them

11.10. *Amendments*

Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by any and all of the Contractors.

Amendments, changes or modifications to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each Contractor for this purpose.

11.11. Severability

Should any provision of this Consortium Agreement prove to be invalid, or subsequently become invalid, whether in whole or in part, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Contractors shall negotiate a valid and practicable provision which most nearly fulfils the purpose of the invalid provision.

11.12. General provisions relating to termination

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

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

11.13. Accession to the Consortium Agreement

Every Contractor shall sign two (2) original “Declaration of Accession to the Consortium Agreement” and return them to the Coordinator for counter-signature.

The Coordinator shall collect the signed “Declaration of Accession to the Consortium Agreement” and have an obligation to send copies of all signed “Declaration of Accession to the Consortium Agreement” to each Contractor within sixty (60) days of receipt of the signed “Declaration of Accession to the Consortium Agreement” from the Contractors.

IN WITNESS WHEREOF, the Contractors have adhered to this Consortium Agreement by signing the “Declaration of Accession to the Consortium Agreement”.

Declaration of Accession to the Consortium Agreement

(To be completed in by each participant joining the Project)

[*name of participant (legal entity)*], represented for the purpose hereof by [*name and title of person written out in full (person legally authorised to act on behalf of the legal entity)*] acting as its legal authorised representative, hereby consents to become a Contractor to the Consortium Agreement [*identification of final version of the Consortium Agreement*] (*relating to Project [title]*) and accepts all rights and obligations of a Contractor.

Done in two copies, of which one shall be kept by the Coordinator and one by [*name of Contractor (legal entity)*]

Name of legal entity [name of participant]

Name of legally authorised representative (*written out in full*)

Title of legally authorised representative

Signature of legally authorised representative

Date

Stamp

Caisse des Dépôts et Consignations

Name of legally authorised representative (*written out in full*)

Title of legally authorised representative

Signature of legally authorised representative

Date

Stamp

ANNEX 1: LIST OF PRE-EXISTING KNOW-HOW EXCLUDE (PEKH)

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	2
Participating organisation					
<i>Organisation legal name</i>	Muséum National d'Histoire Naturelle				
<i>Organisation short name</i>	MNHN				
<i>Internet homepage</i>	www.mnhn.fr				
PEKH of the MNHN developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	3
Participating organisation					
<i>Organisation legal name</i>	Natural History Museum of Denmark, University of Copenhagen				
<i>Organisation short name</i>	UKBH				
<i>Internet homepage</i>	www.snm.ku.dk/				
PEKH of the UKBH developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	4
Participating organisation					
<i>Organisation legal name</i>	Consejo Superior de Investigaciones Cientificas				
<i>Organisation short name</i>	CSIC				
<i>Internet homepage</i>	www.csic.es				
PEKH of the CSIC developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	5
Participating organisation					
<i>Organisation legal name</i>	Universiteit van Amsterdam				
<i>Organisation short name</i>	UVA				
<i>Internet homepage</i>	www.uva.nl				
PEKH of the UVA developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	6
Participating organisation					
<i>Organisation legal name</i>	Nationaal Herbarium Nederland				
<i>Organisation short name</i>	NHN				
<i>Internet homepage</i>	www.nationaalherbarium.nl				
PEKH of the NHN developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	7
Participating organisation					
<i>Organisation legal name</i>	Natural History Museum Naturalis				
<i>Organisation short name</i>	NNM				
<i>Internet homepage</i>	www.naturalis.nl				
<p>NNM will not restrict access to pre-existing know-how, in so far as this access is needed for execution of the project. The recipient Contractor or Member will have to prove the existence of this need. No other use of granted access rights is permitted.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	8
Participating organisation					
<i>Organisation legal name</i>	CENTRAALBUREAU VOOR SCHIMMELCULTURES				
<i>Organisation short name</i>	CBS				
<i>Internet homepage</i>					
<p>PEKH of the CBS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	9
Participating organisation					
<i>Organisation legal name</i>	FREIE UNIVERSITAET BERLIN BOTANICAL GARDEN AND BOTANICAL MUSEUM				
<i>Organisation short name</i>	FU-BGBM				
<i>Internet homepage</i>	www.bgbm.org				
<p>PEKH of the FU-BGBM developed by the scientists not participating in the Project and outside the scope of the Project is excluded.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	10
Participating organisation					
<i>Organisation legal name</i>	The Natural History Museum				
<i>Organisation short name</i>	NHML				
<i>Internet homepage</i>	www.nhm.ac.uk/science				
<p>PEKH of the NHML developed by the scientists not directly involved in the Project is excluded.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	11
Participating organisation					
<i>Organisation legal name</i>	Royal Botanic Gardens, Kew				
<i>Organisation short name</i>	RBGK				
<i>Internet homepage</i>	www.kew.org				
<p>PEKH of the RBGK developed by the scientists not directly involved in the Project is excluded.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	12
Participating organisation					
<i>Organisation legal name</i>	Staatliches Museum für Naturkunde				
<i>Organisation short name</i>	SMNS				
<i>Internet homepage</i>	www.naturkundemuseum-bw.de/stuttgart/index.html www.saurier2007.de				
PEKH of the SMNS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	13
Participating organisation					
<i>Organisation legal name</i>	Royal Belgian Institute of Natural Sciences				
<i>Organisation short name</i>	RBINS				
<i>Internet homepage</i>	www.naturalsciences.be				
PEKH of the RBINS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	14
Participating organisation					
<i>Organisation legal name</i>	Royal Museum for Central Africa				
<i>Organisation short name</i>	RMCA				
<i>Internet homepage</i>	www.africamuseum.be				
PEKH of the RMCA developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	15
Participating organisation					
<i>Organisation legal name</i>	National Botanic Garden of Belgium				
<i>Organisation short name</i>	NBGB				
<i>Internet homepage</i>	www.br.fgov.be				
PEKH of the NBGB developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	16
Participating organisation					
<i>Organisation legal name</i>	Museum and Institute of Zoology, Polish Academy of Sciences				
<i>Organisation short name</i>	MIZPAN				
<i>Internet homepage</i>	www.miiz.waw.pl				
PEKH of the MIZPAN developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	17
Participating organisation					
<i>Organisation legal name</i>	Institute of Botany, Polish Academy of Sciences				
<i>Organisation short name</i>	IBPAN				
<i>Internet homepage</i>	www.ib-pan.krakow.pl				
PEKH of the IBPAN developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	18
Participating organisation					
<i>Organisation legal name</i>	Hungarian Museum of Natural History				
<i>Organisation short name</i>	HNHM				
<i>Internet homepage</i>	http://www.nhmus.hu				
PEKH of the HNHM developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	19
Participating organisation					
<i>Organisation legal name</i>	Comenius University Bratislava				
<i>Organisation short name</i>	CUB				
<i>Internet homepage</i>	www.uniba.sk				
PEKH of the CUB developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	20
Participating organisation					
<i>Organisation legal name</i>	Botanický ústav Slovenskej akadémie vied				
<i>Organisation short name</i>	IBSAS				
<i>Internet homepage</i>	www.ibot.sav.sk/page/index.html				
PEKH of the IBSAS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	21
Participating organisation					
<i>Organisation legal name</i>	Institut National de la Recherche Agronomique				
<i>Organisation short name</i>	INRA				
<i>Internet homepage</i>	www.inra.fr				
INRA excludes from the granting of Access Rights: PEKH of INRA developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	22
Participating organisation					
<i>Organisation legal name</i>	Society for the Management of European Biodiversity Data				
<i>Organisation short name</i>	SMEBD				
<i>Internet homepage</i>	www.smebd.org				
PEKH of the SMEBD developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	23
Participating organisation					
<i>Organisation legal name</i>	Species 2000				
<i>Organisation short name</i>	SP2000				
<i>Internet homepage</i>	www.sp2000.org				
<p>a) PEKH of SP2000 developed by people, SP2000 members and SP2000 suppliers not participating in the Project is excluded.</p> <p>b) The following PEKH of SP2000 is excluded:</p> <ul style="list-style-type: none"> - Species 2000 & ITIS Catalogue of Life: Annual Checklist - Species 2000 & ITIS Catalogue of Life: Dynamic Checklist and Regional Hubs - Species 2000 & ITIS Catalogue of Life: Web-service - Species 2000/Species 2000 europa Roadmap to Connection Protocols - Species 2000/Species 2000 europa Metadatabase <p>c) The SP2000 directors wish to make it clear that Access Rights may be granted upon bilateral agreement to contractors and members of EDIT for all these items. However the terms of agreement, largely relating to levels of credit and sub-licensing, are required to comply with prior Access Agreements with third party suppliers.</p>					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	24
Participating organisation					
<i>Organisation legal name</i>	Komarov Botanical Institute of the Russian Academy of Sciences				
<i>Organisation short name</i>	BINRAS				
<i>Internet homepage</i>	www.binran.ru				
PEKH of the BINRAS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	25
Participating organisation					
<i>Organisation legal name</i>	Zoological Institute of the Russian Academy of Sciences				
<i>Organisation short name</i>	ZINRAS				
<i>Internet homepage</i>	www.zin.ru				
PEKH of the ZINRAS developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	26
Participating organisation					
<i>Organisation legal name</i>	Missouri Botanical Garden				
<i>Organisation short name</i>	MBG				
<i>Internet homepage</i>	www.mobot.org				
PEKH of the MBG developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

Proposal Number	018340	Proposal Acronym	EDIT	Participant number	27
Participating organisation					
<i>Organisation legal name</i>	Smithsonian Institution, National Museum of Natural History				
<i>Organisation short name</i>	USNM				
<i>Internet homepage</i>	www.mnh.si.edu				
PEKH of the USNM developed by the scientists not participating in the Project and outside the scope of the Project is excluded.					

ANNEX 2. LIST OF RESEARCHES AND DOCTORAL STUDENTS PARTICIPATING IN THE NETWORK

1. Caisse des Dépôts et Consignations: none.

2. Muséum National d'Histoire Naturelle :

-Researchers: 64

Ait Lemkadem Villememant
Claire
Amédégnato Christiane
Ameziane Nadia
Barriel Véronique
Baylac Michel
Boisselier Marie-Catherine
Bouchet Philippe
Bour Roger
Bourgoin Thierry
Buyck Bart
Daugeron Christophe
De Reviers Bruno
Deharveng Louis
Denetiere Bruno
Denys Christiane
Deroin Thierry
Desutter-Grandcolas Laure
Dettai Agnès
D'Haese Cyrille
Dubois Alain
Dupont Joëlle
Florence Jacques
Grandcolas Philippe
Grelier Philippe
Guilbert Eric
Haevermans Thomas
Hassanin Alexandre
Hul Sovanmoly
Judson Mark
Justine Jean-Lou
Labat Jean-Noël

Le Guyader Hervé
Le Renard Jacques
Lecointre Guillaume
Legrand Jean
Lelièvre Hervé
Leraut Patrice
Luquet Gérard
Minet Joël
Nel André
Nicolas Violaine
Noel Pierre
Ohler Annemarie
Ouvrard David
Pasquet Eric
Perrin Hélène
Pierre Jacques
Pluot-Sigwalt Dominique
Pons Jean-Marc
Rakotondrainibe France
Rausch de Traunbenberg
Catherine
Rollard Christine
Samadi Sarah
Silvain Jean-François
Souliers-Perkins Adeline
Sun Jian-Sheng
Tassy Pascal
Tillier Simon
Tranier Michel
Veron Géraldine
Veuille Michel
Vidal Nicolas
Vignes-Lebbe Régine
Volobouev Vitaly

-Doctoral students: 32

Abdelkrim Jawad
Agolin Mikaël
Bichain Jean-Michel
Boucher Stéphane
Calvacanti-Ceotto Paula
Cardenas Paco
Cordeiro Pedro
Dobigny Gauthier
Dubois Jacques
Faille Arnaud
Fontaine Benoît
Fuchs Jerome
Hanotin Catherine
Janssen Thomas
Legendre Frédéric
Li Blaise
Lux Elena
Mantilleri Antoine
Marchand Hélène
Martin Claire
Mouly Arnaud
Murienne Jerome
Nguembock Billy
Penhaherrera Ana
Raquet Virginie
Robin Nicolas
Ropiquet Anne
Rougerie Vincent
Rouhan Germinal
Ruta Christine
Tronchet Frédéric

3. Natural History Museum of Denmark, University of Copenhagen :

-Researchers: 45

Aaris-Sørensen Kim
Baagøe Hans J.
Calabuig, Isabel
Carasu, Mihail
Carl Henrik
Christensen Knud Ib
Cuny Gilles
Daugbjerg Niels
Eiby-Jacobsen Danny
Ekelund Flemming
Ellegaard Marianne
Endsleff Lotte
Enghoff Henrik
Fjeldså Jon
Friis Ib

Hansen Eric Steen
Hansen Hans V.
Harper David
Høeg Jens
Knudsen Henning
Kristensen Niels P.
Kristensen Reinhardt M.
Læssøe Thomas
Moestrup Øjvind
Møller Peter R.
Nielsen Arne T.
Nielsen Claus
Nielsen Ruth
Olesen Jørgen
Pape Thomas
Pedersen Bo Vest
Pedersen Henrik Æ.

Pedersen Poul M.
Petersen Gitte
Rahbek Carsten
Rasmussen Finn N.
Rasmussen Jan A.
Rosendahl Søren
Ryding Olof
Scharff Nikolaj
Seberg Ole
Søchting Ulrik
Tendal Ole S.
Vilhelmsen Lars B.
Worsaae Katrine

-Doctoral students: 4

Hansen, Jesper G.

Heiner Iben

Møller Ole Steen

Petersen Johan F.T.

4.CSIC :

-Researchers: 66

Abelló Pere
Aedo Carlos
Aldasoro Juan Jose
Alonso Zarazaga Miguel Ángel
Alvarez Fernández Ines
Aparicio M. Teresa
Barreiro Josefina
Blanco Paloma
Bosch Jaime
Boto Luis
Calonge Francisco de Diego
Camacho Ana Isabel
Carrascal Luis M
Castroviejo Santiago
Cieslak Alexandra
Cirujano Santos
De la Riva Ignacio
Diez Uribeondo Javier
Doadrio Ignacio
Dueñas Margarita
Fernandez Casas Javier
Fernández-Jalvo Yolanda
Fuertes Javier
García García Miguel Angel
García-Paris Mario
García-Valdecasas Antonio
Gil Diego
Gili Josep Maria
González José Enrique
Lado Carlos
Lobo Jorge Miguel
López Ginés
Machordom Annie
Macía Barco Manuel
Macpherson Enrique

Márquez Rafael
Martin Mari Paz
Martin Daniel
Martin Albaladejo Carolina
Mazo Ana
Morales Jorge
Morales Ramon
Muñoz Felix
Muñoz Jesús
Navas Alfonso
Nieto Gonzalo
Nieves José Luis
Noreña Carolina
Pages Francesc
Palacios Fernando
Ramos Marian
Rey Isabel
Ribera Ignacio
Rosas Antonio
Sánchez-Chillón Begoña
Sesé Carmen
Solís Gema
Soriano Oscar
Telleria Maria Teresa
Templado José
Uriz Maria Jesus
Valladolid Maria
Vargas Pablo
Velayos Mauricio
Villanueva Roger
Zardoya Rafael

-Doctoral students: 40

Alda Pons Fernando
Ales da Cunha Carina Joao
Alvarez Raquel

Bastir Markus
Bessa Correia Virginia
Cabezas Francisco
Cezon Garcia Katia
Cuhna Regina
de Miguel Cascan Daniel
Delgado Cueva Tania E.
Díaz Álvarez Leticia
Domingo Quero Teresa
Eekhout Chicharro Xavier
Escobar Pedro
Fiz Palacios Omar
Garcia Gema
García Garitacoitav José Luis
García Mateo Ruben
García Tabernero Antonio
García Verdugo Carlos
Gomez Muñoz Alicia
González Jiménez Elena
Guzman Beatriz
Hernandez Maqueda Rafael
Jiménez Valverde Alberto
Manzanilla Puppo Jesús
Martinez Jorge
Martínez Maza Cayetana
Mendivil Antón Noelia
Molina Villar David
Navarro Campoamor Julia
Perez Iniesta Elena
Pesquero Fernández Dolores
Piñeiro Portela Rosalia
Quintanar Alejandro
Recuero Gil Ernesto
Rojas Arenas M. Padro
Romeralo Maria
San Mauro Diego
Toledo Campillo Carlos

5.University of Amsterdam :

-Researchers: 12

De Jong Herman
De Jong Yde
Hof Cees
Ten Hove Harry
Kluijver Mario

Los Wouter
Menken Steph
Nijman Vincent
Pierrot Annelies
Soest Rob
Ulenberg Sandrine
Vonk Ronald

Veith Michael

-Doctoral students: 1

Aliabadian M

6.National Herbarium Netherlands :

-Researchers: 16

Bakker Freek
Chatrou Lars
Draisma Stefano
Gravendeel Barbara
Ham van der Raymond
Hovenkamp Peter
Jansen-Jacobs Marion
Kessler Paul

Noordeloos Machiel
Roos Marco
Smets Erik
Sosef Marc
Ter Steege Hans
Van den Berg Roonald
Welzen, van Peter
Wieringa Jan

-Doctoral students: 8

Co Delia
Boedeker Christian
Erkens Roy
Kulju Kristo
Raes Niels
Sierra Daza Soraya
Van den Hof Kevin
Vriesendorp Bastiann

7. Natural History Museum Naturalis:

-Researchers 21

Achterberg van Cees
Arntzen Pim
De Jong Rienk
De Winter Ton
Dekker René
Donovan, Stephen
Fransen Charles

Gittenberger Edmund
Hoek Ostende, van den Lars
Hoeksema Bert
Kleukers Roy
Kriegsman Leo
Nieukerken van Erik
Oijen van Martien
Ofwegen van Leen
Renema Willem

Tol van Jan
Voogd de Nicole
Vos John
Waveren van Isabel
Wesselingh Frank

-Doctoral students: 0

8. Centraalbureau Schimmelcultures:

-Researchers: 13

Abeln Edwin
Boekhout Teun
Crous Pedro
De Cock Arthur
De Hoog Sybren
Groenewald Ewald
Kuramae Eiko
Robert Vincent
Samson Robert
Stalpers Joost

Stegehuis Gerrit
Summerbell Richard
Verkleij Gerard

-Doctoral students: 18

Arzanlou Mehdi
Aveskamp Maikel
Bovers Marjan
Cortinas Maria-Noel
Groenewald Marizeth
Halleen Francois

Harrak Jamal
Hong Beom
Hunter Gavin
Lombard Lorenzo
Nonim Paramee
Quintero Carlos
Roets Francois
Silvestri Massi
Sudhadham Monterop
Tata Hesti
Van Driel Kenneth
Van Leeuwen Richard

9. Freie Universitaet Berlin – Botanical Garden and Botanical Museum :

-Researchers: 21

Berendsohn Walter G.
Beurton Christa
Döring Markus
Gemeinholzer Birgit
Gerhardt Ewald
Greuter Werner
Güntsch Anton
Hein Burghard
Jahn Regine

Kilian Norbert
Lack Hans-Walter
Leuenberger Beat
Mory Birgit
Nowak-Krawietz Heidemarie
Oehlschlaeger Susanne
Raus Thomas
Sipman Harry
Stevens Albrecht-Dieter
Vogt Robert
Zimmer Brigitte

-Doctoral students: 6

Abarca Nelida
Hein Peter
Kusber Wolf-Hennig
Raab-Straube Eckhard von
Rabe Katharina
Vasiliou Alexandra

10. Natural History Museum, London :

-Researchers: 27

Ackery Philip
Bennett John
Chainey John
Grant Sharon
Hewzulla Dilshat
Higley Graham
Honey Martin
James Shayleen
Kitching Ian

Klitgaard Bengte
Knapp Sandra
Krell Frank
Lane Richard
Lyal Chris
Martin Geoff
MacLeod Norman
Reynolds Jim
Roberts Dave
Sadka Mike
Scaife Bernard

Siebert Darrell
Smith Campbell
Smith David
Thomson Neil
Tuck Kevin
Walley Lisa
Williams Paul

-Doctoral students: 0

11. Royal Botanic Gardens Kew :

-Researchers: 21

Bailey Ken
Baker William

Chase Mark
Crane Peter
Csiba Laszlo
Flynn Tom

Fulcher Tim
Govaerts Rafael
Haigh Anna
Jackson Mark

Kapinos Edith
Kite Geoffrey
Lledo Lola
Mayo Simon
Owens Simon

Powell Martyn
Roberts David
Rudall Paula
Savolainen Vincent
Simpson David

Wilkin Paul

-Doctoral students: 0

12. Staatliches Museum für Naturkunde, Stuttgart :

-Researchers: 18

Barth Elke
Fricke Ronald
Fritzschn Katrin
Haas Fabian
Häuser Christoph L
Holstein Joachim

Kwet Axel
Nebel Martin
Niederhöfer Hans-Jörg
Osten Till
Schawaller Wolfgang
Schlüter Andreas
Schmalfuss Helmut
Staniczek Arnold

Thiv Mike
Tschorsnig Peter
Woog Fredericke
Wörz Arno

-Doctoral students: 0

13. Royal Belgian Institute of Natural Sciences :

-Researchers: 26

Baceljau Thierry
Baert Léon
Constant Jérôme
Decraemer Wilfrida
Desender Konjev
Franklin Anne
Goddeeris Boudewijn
Govaere Jan
Grootaert Patrick
Haelters Jean

Kerckhof Francis
Lenglet Georges
Leponce Maurice
Martens Koenraad
Martin Patrick
Meerhaeghe Angelino
Retout Olivier
Samyn Yves
Schön Isabelle
Segers Hendrik
Van de Velde Isabelle
Van Goethem Jackie

Verheyen Erik
Wauthy Georges
Willenz Philippe
Wouters Karel

-Doctoral students: 4

D'Huivetter Hilde
Gaublomme Eva
Knapen Dries
Nevado Bruno

14. Royal Museum for Central Africa, Tervuren:

-Researchers: 12

Beeckman Hans
Dall'Asta Ugo
De Meyer Marc
De Prins Jurate
Gilissen Emmanuel
Jocqué Rudy

Louette Michel
Meirte Danny
Mergen Patricia
Snoeks Jos
Van Den Spiegel Didier
Verheyden Anouk

-Doctoral students: 5

De Bakker Domir
Erbout Nathalie
Hanssens Mark
Linseele Veerle
Schmitz Nele

15. National Botanic Garden of Belgium :

-Researchers: 7

Ausloos Gert
De Block Petra
Degreef Jérôme

Engledow Henry
Raspé Olivier
Robbrecht Elmar
Stoffelen Piet

-Doctoral students: 1

Ertz Damien

16. Museum and Institute of Zoology, Polish Academy of Sciences :

-Researchers: 10

Bogdanowicz Wiesław
Chylarecki Przemysław
Gajewska Marta
Gula Roman
Iwan Dariusz
Pilot Małgorzata

Rutkowski Robert
Szwedo Jacek
Winiarska Grażyna
Wolsan Mieczysław

-Doctoral students: 4

Barycka Ewa
Sztencel Anna
Szymroszczyk Przemysław
Tereba-Kolen Anna

17. Institute of Botany, Polish Academy of Sciences :

-Researchers: 16

Bednarek-Ochyra Halina
Bielczyk Urszula
Chlebicki Andrzej
Frey Ludwik
Mirek Zbigniew
Mizianty Marta
Ochyra Ryszard

Paszko Beata
Piątek Marcin
Ronikier Michał
Szeląg Zbigniew
Wacnik Agnieszka
Wójcicki Jan
Wołowski Konrad
Worobiec Grzegorz
Zastawniak Ewa

-Doctoral students: 4

Flakus Adam
Kieltyk Piotr
Palka Karina
Wróbel Dominik

18. Hungarian Museum of Natural History :

-Researchers: 43

Bálint Zsolt
Bankovics Attila
Bókáné Barbacka Mária
Buczkó Krisztina
Csorba Gábor
Csuzdi Csaba
Dobolyi Zoltán Konstantin
Dulai Alfréd
Erdei Boglárka
Fehér Zoltán
Forró László
Főzy István
Földvári Mihály
Gasparik Mihály
Gubányi András
Korsós Zoltán
Kun András

Locsmandi Csaba
Lőkös László
Mahunka Sándor
Medzihradzky Zsófia
Merkli Ottó
Ozsvárt Péter
Pálffy József
Papp Beáta
Papp László
Peregovits László
Rácz István
Rajczy Miklos
Révay Ágnes
Ronkay László
Somlyay Lajos
Szabó János
Szakmáryné Hably Lilla
Szél Győző
Sziráki György
Szives Ottilia

Szollát György
Szurdoki Erzsébet
Tamás Júlia
Vasas Gizella
Vörös Attila

-Doctoral students: 10

Barina Zoltán
Bauer Norbert
Csósz Sándor
Kőrösi Ádám
Murányi Dávid
Pazonyi Piroksa
Pifkó Dániel
Rédei Dávid
Vörös Judit

19. Comenius University, Bratislava:

-Researchers: 21

Cyprich Dušan
Degma Peter
Fend'a Peter
Hensel Karol
Holecová Milada
Jandzík David
Jedlička Ladislav
Kocian Ľudovít
Kodada Ján
Košel Vladimír
Krumpál Miroslav
Kúdela Matúš

Miklós Peter
Mikulíček Peter
Mrva Martin
Országh Ivan
Országhová Zlatica
Stloukal Eduard
Stloukalová Viera
Tirjaková Eva
Žiak David

-Doctoral students: 14

Baláz Michal
Bartalová Aniko

Buchamerová Veronika
Duda Marek
Farkašová Miroslava
Grujbárová Zuzana
Harvánková Monika
Janošková Viera
Jurčovičová Martina
Smolinský Radoslav
Šobeková Karolína
Štrbík Ivan
Švaňa Miroslav
Trubenová Kristína

20. Institute of Botany, Slovakian Academy of Sciences :

-Researchers: 8

Goliašová Kornelia
Hodálová Iva
Kučera Jaromír

Letz Roman
Lihová Judita
Marhold Karol
Mereďa Pavol
Perný Marián

Valko Ivan

-Doctoral students: 1

Šingliarová Barbora

21. Institut National de la Recherche Agronomique :

-Researchers: 34

Auger-Rozenberg Marie-Anne

Barthélemy Daniel
Buée Marc
Cabaret Jacques
Callac Philippe
Cœur d'Acier Armelle
Delvare Gérard
Dorkeld Franck
Edelin Claude
Fargette Mireille
Garbaye Jean
Grard Pierre
Guinberteau Jacques
Irlinger François

Kreiter Serge
LeSaux Marion
Lopez-Vaamonde Carlos
Manceau Charles
Manguin Sylvie
Martin Francis
Martinez Michel
Mathez Joel
Migeon Alain
Morand Serge
Navajas Maria
Neveu Cyril
Olivier Jean-Marc

Prosperi Juliana
Rasplus Jean-Yves
Roques Alain
Rousselet Jérôme
Shäfer Peter A.
Spinnler Eric
Tixier-Garcin Marie-Stéphane

-Doctoral students: 2

Garros Claire
Lotfalizadeh Hossein

22. Society for Management of European Biodiversity Data¹ :

-Researchers: 1

Emblow Chris

-Doctoral students: 0

23. Species 2000 :

-Researchers: 5

Bisby Frank

Donovan Ed
Harling Pamela
Ni Qinglai
Roskov Yuri

-Doctoral students: 0

24. Komarov Botanical Institute of the Russian Academy of Sciences :

-Researchers: 33

Afonina Olga
Andreev Mikhail
Averyanov Leonid
Bondartseva Margarita
Buzunova Irina
Byalt Vyacheslav
Chernyadieva Irina
Dorofeyev Vladimir
Egorova Tatyana
Geltman Dmitry
Gogorev Rinat
Ivanenko Yuri
Kamelin Rudolf

Karatygin Igor
Konechnaya Galina
Kotkova Vera
Kotlov Yuri
Kovalenko Alexander
Krupkina Ludmila
Kurbatova Lyubov
Melnik Vadim
Morozova Olga
Novozhilov Yuri
Perestenko Luisa
Popov Evgeny
Potemkin Alexey
Sennikov Alexander
Sokolova Irina

Sytin Andrey
Titov Alexander
Tzvelev Nikiolai
Vinogradova Kira
Zmitrovich Ivan

-Doctoral students: 6

Efimov Petr
Karpova Anastasia
Kosheleva Alyona
Malysheva Ekaterina
Malysheva Vera
Svetlova Alyona

25. Zoological Institute of the Russian Academy of Sciences :

-Researchers: 15

Ananieva Natalia
Berger Victor
Bolshakov Kazimir
Dianov Michael
Krivokhatskiy Victor
Kuznezov Sergei

Lobanov Andrew
Markhaseva Helen
Matov Alexis
Medvedev Sergei
Naseka Alexander
Ryss Alexander
Sinev Sergei
Smirnov I.S. Igor

Voronina E. Helen

-Doctoral students: 4

Aibulatov S. Sergei
Khalikov R. Roman
Khalin A. Alexander
Maseiko A. Alexander

¹ As a distributed organisation Society for Management of European Biodiversity Data (SMEBD) has over 300 members.

26. Missouri Botanical Garden, St Louis :

-Researchers: 48

Allen Bruce
Appelquist Wendy
Birkinshaw Chris
Brach Anthony
Churchill Steve
Croat Thomas
Davidse Gerrit
Funston Michele
Gereau Roy
Goldblatt Peter
Graham Alan
Graham Shirley
Grayum Michael
Haber William
Hammel Barry
He Si
Hoch Peter
Jorgensen Peter
Leal Miguel
Liesner Ronald
Lowry Porter (Pete)
Luer Carlyle
Magill Robert
McPherson Gordon
Miller James

Neill David
Phillipson Peter
Pool Amy
Pruski John
Randrianasolo Armand
Regalado Jack
Richardson Mick
Ricketson Jon
Salick Jan
Barrie Fred
Schatz George
Shulkina Tatyana
Solomon James
Stevens W. Douglas
Taylor Charlotte
Turland Nicholas
Ulloa Carmen
Van der Henk Henk
Vasquez Rodolfo
Walters Gretchen
Wu Pan-cheng
Zander Richard
Zarucchi James

-Doctoral students: 27

Atwood John

Beck James
Beilstein Mark
Camara Paulo
Carisen Monica
Chung Kuo-fang
Dema Sangay
Ewango Corneille
Finch Courtney
Fuentes Sara
Ghebretinsae Amanuel
Hong Cynthia
Kenfack David
Law Wayne
Menke Marck
Nguyen Cuong
Obeule Brad
Ogbuim Matt
Ortiz-Gentry Rosa
Preston Jill
Rye Timothy
Schmidt Heidi
Sweeney Patrick
Torke Ben
Vicentini Alberto
Westerhaus Andoni
Zapata Felipe

27. US National Museum of Natural History, Smithsonian Institution, Washington :

-Researchers: 21

Butler Carol
Coddington Jonathan
Cole Dan
Ellen Strong
Foster Mercedes
Funk Vicki
Furth David

Graves Gary
Hirsch Leonard
Kress John
Lemaitre Raphael
Orell Tom
Samper Cristián
Schindel David
Schultz Ted
Scott Miller

Sues Hans
Vari Richard
Weigt Lee
Weitzman Anna
Wen Jun

-Doctoral students: 0

ANNEX 3. NON-DISCLOSURE AGREEMENT (NDA)

This agreement is executed by and between:

All the contractors having adhered to the EDIT Consortium Agreement ("Consortium")
Represented by Caisse des Dépôts et Consignations,
which is represented itself by Mr./Mrs (*name of legal representative*), duly authorised for the purpose hereof
(or Represented by the.....)
which is represented itself by Mr./Mrs (*name of legal representative*), duly authorised for the purpose hereof

Having its registered office at.....(**or domiciled at.....**)
In his capacity as the Coordinator (**or as the Project Leader institution**) of the Consortium
Duly authorised for the purpose hereof by the decision of the Board of Directors on date of
.....

Hereinafter referred to as "**Disclosers**"

And

.....(*full name of the company or person*)
Having its registered office at(**or domiciled at**)
Represented by (*only for a company - to give a name of a legal representative and its function*)
Duly authorised for the purpose hereof

Hereinafter referred to as "**Recipient**"

Whereas, for the purpose to implement the project called " EDIT :Toward the European Distributed institute of Taxonomy" ("EDIT Project") within the framework of the European Community Sixth Framework Programme (2002-2006) for research, technological development and demonstration, the Consortium may invite any external qualified person in advisory capacity, to attend the Consortium's bodies' meetings, without taking part in the votes, or to become a member of the Scientific Advisory Board under conditions specified in the EDIT Consortium Agreement.

Whereas the Consortium may provide these external persons with some relevant information concerning EDIT Project, which can be considered as confidential.

The Disclosers and the Recipient have agreed to the following terms and conditions established in this agreement ("NDA").

1. As used in this NDA, the term "Confidential Information" shall mean any information namely of financial, commercial, scientific, or technical nature disclosed by the Disclosers to the Recipient under this NDA and which is designated as confidential by

the Disclosers. However, that information disclosed by the Disclosers hereunder shall not be considered as the Confidential Information if:

- a) It is already in the public domain by publication or otherwise or becomes available to the public through no breach of this NDA by the Recipient;
 - b) It is in the Recipient's possession prior to receipt from the Disclosers as proven by its written documents ;
 - c) It is disclosed to the Recipient by a third party without breach of any obligation of confidentiality;
 - d) It is subsequently developed by or for the Recipient independently of the Confidential Information received from the Disclosers;
 - e) It had to be communicated to comply with applicable laws or regulations or is required by judicial action, provided that insofar as reasonably possible the Recipient shall have informed the Disclosers of such need and shall have complied with the Disclosers' reasonable instructions designed to protect the confidentiality of such information.
2. Nothing in this NDA shall be construed as compelling the Recipient to disclose any Confidential Information to the third party.
 3. The Confidential Information, all copies thereof and all rights thereto, shall remain the exclusive property of Disclosers.

All Confidential Information, whether original or copies thereof shall be promptly returned to the Disclosers on receipt of the Disclosers' written request.

4. The Recipient undertakes during the term of this NDA and for a period of five (5) years after its expiration or termination:
 - to safeguard Confidential Information as it would use for its own proprietary information of like importance;
 - to keep all documents bearing or incorporating any Confidential Information at its principal place of business at the address stated in this NDA;
 - to keep all Confidential Information disclosed under this NDA separate from its own documents and records;
 - to divulge Confidential Information to its employees, affiliates, subcontractors, any third parties working for him only on a "need to know" basis and for needs of the EDIT Project and if authorised by the Disclosers;
 - not to duplicate or otherwise reproduce Confidential Information except for such copies as the Recipient may require for internal purposes as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information;
 - not to use Confidential Information for other purposes than those of this NDA;
 - not to divulge Confidential Information to any third party for any purpose, unless and until expressly authorised in writing to do so by the Disclosers;
 - to impose the confidentiality obligations to all of its employees, affiliates, subcontractors, any third parties working for him and who may have access to Confidential Information;
 - not to use, reproduce or store any information disclosed under this NDA in any externally accessible computer or electronic information retrieval system (or transmit it outside of its principal place of business);
 - not to do any commercial use or exploitation of the Confidential Information without having received prior authorisation from the Disclosers.

5. The Recipient agrees that Confidential Information shall be used solely for the purpose for which it was submitted. The Recipient undertakes not to claim any property right on the Confidential Information.
6. This NDA shall come into force on the day of its signature by the Disclosers and the Recipient. It shall remain in force during the term of the EDIT Project.
7. The law of France shall govern this NDA.
8. Disputes that might arise concerning this NDA shall be settled amicably. In case of disputes for which no amicable solution is possible, settlement will exclusively take place by the competent court of Paris, France.

Done in two (2) original copies.

Date

For the Disclosers

Represented by
Name of its legal representative
Function

Signature
(Stamp)

For the Recipient

Represented by
Name of its legal representative
Function

Signature
(Stamp)

ANNEX 4. DOCUMENTS GIVING DETAILS OF CONTRACTORS' BANK ACCOUNTS (including IBAN)

1. Caisse des Dépôts et Consignations: not concerned

2. Muséum National d'Histoire Naturelle:

Bank name: RGFIN PARIS SIEGE
Address: R.G.F. 94 rue Réaumur
Code city, Country: 75104 Paris Cedex 02, France
Bank code number: 10071
Account number: 10071 75000 00001005297 97
IBAN: FR76 1007 1750 0000 0010 0529 797
SWIFT

3. Natural History Museum of Denmark, University of Copenhagen:

Bank name: Danske Bank, Finanscenter København
Address: Holmens Kanal 2
Code city, Country: DK-1090 København K, Denmark
Bank code number: 3001
Account number: 3001 3113 414 170
IBAN: DK 57 30 00 3113 414 170
SWIFT

4. Consejo Superior de Investigaciones Cientificas:

Bank name: Tesoro Público Aportaciones de la CEE, Banco de España
Address: c/ Alcalá, 50,
Code city, Country: Madrid, Spain
Bank code number:
Account number: 9000 0001 20 0253107033
IBAN: ES4490000001200253107033
SWIFT

5. University of Amsterdam:

Bank name: ABN-AMRO
Address: Dam 37, Amsterdam
Code city, Country: 1012 JS, The Netherlands
Bank code number
Name account: UvA FNWI
Account number: 48.91.45.434
IBAN: NL 18 ABNA 0489 1454 34
SWIFT: ABN ANL 2 A

6. National Herbarium Netherlands:

Bank name: ABN-AMRO Bank N.V.
Address: De Entrée 99
Code city, Country: 1101 HE Amsterdam, Nederland
Bank code number:
Account number: 045.72.10.982
IBAN: NL35ABNA0457210982

SWIFT

7. Natural History Museum Naturalis:

Bank name: Fortis Bank
Address: Blaak 555
Code city, Country: NL - 3011 GB Rotterdam, Netherlands
Bank code number: N/A
Account number: 868217999
IBAN: NL25FTSB0868217999
SWIFT: FTSBNL2R

8. Centraalbureau Schimmelcultures:

Bank name: ABN-AMRO Bank N.V.
Address: De Entrée 99
Code city, Country: 1101 HE Amsterdam, Netherlands
Bank code number:
Account number: 552727369
IBAN: NL78 ABNA 0552 7273 69
SWIFT: ABNANL2A

9. Freie Universitaet Berlin – Botanical Garden and Botanical Museum:

Bank name: Berliner Bank, Niederlassung der Bankgesellschaft Berlin AG
Address: Hardenbergstrasse 32
Code city, Country: D-10890 Berlin, Germany
Bank code number: 100 200 00
Account number: 3901999303
IBAN: DE 93 1002 0000 3901 9993 03
SWIFT: BEBEDEBB

10. Natural History Museum, London:

Bank name: National Westminster Bank PLC
Address: 86 Brompton Road
Code city, Country: SW3 1XJ, London, UK
Bank code number: 600404
Account number: 5500006319270
IBAN: GB06 NWBK60721106319270
SWIFT: NWBKGB2L

11. Royal Botanic Gardens Kew: do not wish their bank details to appear in the Consortium Agreement. Royal Botanic Gardens Kew's bank details will be forwarded separately to Coordinator CDC.

12. Staatliches Museum für Naturkunde, Stuttgart:

Bank name: BW-Bank Karlsruhe
Address:
Code city, Country: Karlsruhe, Germany
Bank code number:
Account holder: LOK (Landesoberkasse) Baden-Wuerttemberg
Account number: 4002015800
IBAN: DE 24660200204002015800
SWIFT: BWBKDE6S660

Reference: 8355060000932

13. Royal Belgian Institute of Natural Sciences:

Bank name: Banque de la Poste
Address: 56 rue des Colonies
Code city, Country: 1000 Bruxelles, Belgique
Bank code number:
Account number: 679-0091681-16
IBAN: BE72 6790 0916 8116
BIC: PCHQBEBB
SWIFT:

14. Royal Museum for Central Africa, Tervuren:

Bank name: Banque de la poste
Address: rue des Colonies 56
Code city, Country: B-1000 Bruxelles, Belgium
Bank code number:
Account number: 679-2007806-03
IBAN: BE21 6792 0078 06003
SWIFT: PCHQBEBB

15. National Botanic Garden of Belgium, Patrimoine:

Bank name: Banque de la Poste
Address
Code city, Country: B-1000 Bruxelles, Belgium
Bank code number
Account number: 679-0265524-35
IBAN: BE57 6790 2655 2435
SWIFT: PCHQBEBB

16. Museum and Institute of Zoology, Polish Academy of Sciences:

Bank name: BPH PBK 0/Warszawa
Address: ul. Krucza 24/26
Code city, Country: 00-950 Warszawa
Bank code number: 6210600076
Account number: 62106000760000321000003241
IBAN: PL62106000760000321000003241
SWIFT: BPHKPLPK

17. Institute of Botany, Polish Academy of Sciences:

Bank name: BANK BPH S.A. Oddzial w Krakowie
Address: ul. Pijarska 1
Code city, Country: 31 015 Krakow, Poland
Bank code number: 90 1060 0076
Account number: 90 1060 0076 0000 3200 0046 8177
IBAN: PL90 1060 0076 0000 3200 0046 8177
SWIFT: BPHKPLPK

18. Hungarian Museum of Natural History:

Bank name: Magyar Allamkincstar
Address: Vaci ut 71.
Code city, Country: 1139 Budapest, Hungary
Bank code number:
Account number: 10032000-01425138-00000000
IBAN: HU82-10032000-01425138-00000000
SWIFT: MANEHUHB

19. Comenius University, Bratislava:

Bank name: Vseobecna uverova banka, a.s.
Address: Mlynske Nivy 1
Code city, Country: 829 90 Bratislava, Slovakia
Bank code number: 8180
Account number: 7000237069 / 8180
IBAN: SK0281800000007000237069
SWIFT: SUBASKBX

20. Institute of Botany, Slovakian Academy of Sciences:

Bank name: Všeobecná úverová banka, a. s.
Address: Mlynské nivy 1
Code city, Country: SK-829 90 Bratislava, Slovak Republic
Bank code number: 8180
Account number: 7000005858/8180
IBAN: SK70 8180 0000 0070 0000 5858
SWIFT: SUBASKBX

21. Institut National de la Recherche Agronomique:

Bank name: PAIERIE GENERALE DU TRESOR
Address: 16 rue Notre Dame des Victoires
Code city, Country: 75097 Paris cedex 02, France
Bank code number:
Account number: 10071752002000100034325
IBAN: FR 10071752002000100034325
SWIFT: BDFEFRPPXXX

22. Society for Management of European Biodiversity Data:

Bank name: Bank of Ireland
Address: Westland Row
Code city, Country: Dublin 2, Ireland
Bank code number: 90-13-78
Account number: 77661851
IBAN: IE64 BOFI 9013 7877 6618 51
SWIFT: BOFIIIE2D

23. Species 2000:

Bank name: NatWest Bank
Address: University Branch, PO Box 2375, 76 Christchurch Road
Code city, Country: READING, RG2 7AZ, UK
Bank code number: 601721
Account number: 15310035
IBAN: GB66 NWBK 6017 2115 3100 35

SWIFT: NWBK GB2L

24. Komarov Botanical Institute of the Russian Academy of Sciences:

Bank name: Industry and Construction Bank Plc., branch "Admiralteisky"
Address: 38 Nevsky Ave.
Code city, Country: 191011, St. Petersburg, Russia
Bank code number:
Account number: 40503978951005000001 (EUR)
IBAN
SWIFT ICSPRU2P

25. Zoological Institute of the Russian Academy of Sciences:

Bank name: Bank for Foreign Trade, Branch St. Petersburg, Russia
Address: 29, B. Morskaya str.
Code city, Country: 190000, St. Petersburg, Russia
Bank code number:
Account number: 40503978007001004489 (EUR)
IBAN:
SWIFT: VTBR RU M2 SPE

26. Missouri Botanical Garden, St Louis: not concerned

27. US National Museum of Natural History, Smithsonian Institution, Washington: not concerned

ANNEX 5. RECIPIENTS FOR PERSON RESPONSIBLE FOR THE WORK (for whose attention different notices are to be addressed)

1. Caisse des Dépôts et Consignations:

Mr. Jean-Noël Forget
Position: Coordinator and Contractor
Address: DBRM, 15 quai Anatole France, 75007 Paris, France
Tel.: 33 1 58 50 80 87
Fax: 33 1 58 50 06 03
E-mail: jean-noel.forget@caissedesdepots.fr

2. Muséum National d'Histoire Naturelle:

Mr. Simon Tillier
Position: Project Leader and Contractor
Address: Département de Systématique et Evolution, CP26, 57 rue Cuvier, 75231 Paris cedex 05, France
Tel.: 33 1 40 79 38 96
Fax: 33 1 40 79 38 44
E-mail: tillier@mnhn.fr

3. Natural History Museum of Denmark, University of Copenhagen:

Mr. Henrik Enghoff
Position: Contractor
Address: Natural History Museum of Denmark, University of Copenhagen, Universitetsparken 15, 2100 Copenhagen, Denmark
Tel.: 45 35321036
Fax: 45 35321010
E-mail: henghoff@snm.ku.dk

4. Consejo Superior de Investigaciones Cientificas:

Mr. Maria Angeles Ramos
Position: Contractor
Address: Museo Nacional de Ciencias Naturales (CSIC), José Gutierrez Abascal 2, 28006 Madrid, Spain
Tel.: 34 91411 1328
Fax: 34 91564 5078
E-mail: m.ramos@mncn.csic.es

5. University of Amsterdam:

Mr. Wouter Los
Position: Contractor
Address: Institute for Biodiversity and Ecosystem Dynamics/Faculty of Science, Kruislaan 404, 1098 SM Amsterdam, Netherlands
Tel.: 31 20 525 6498
Fax: 31 20 525 5402
E-mail: los@science.uva.nl

6. National Herbarium Netherlands:

Mr. Eric Smets
Position: Contractor
Address: Einsteinweg 2, 2300 RA Leiden, The Netherlands
Tel.: 0031 71 527 3515
Fax: 0031 71 527 3522
E-mail: smets@nhn.leidenuniv.nl

7. Natural History Museum Naturalis:

Mr. Leo Kriegsman
Position: Contractor
Address: Darwinweg 2, NL - 2333 CR Leiden, PO Box 9517, NL - 2300 RA Leiden,
Netherlands
Tel.: + 31 71 5687622
Fax: + 31 71 5687666
E-mail: kriegsman@naturalis.nnm.nl

8. Centraalbureau Schimmelcultures:

Mr. Pedro Crous
Position: Contractor
Address: Centraalbureau voor Schimmelcultures, Uppsalalaan 8, 3584 CT Utrecht, The
Netherlands
Tel.: 31 30 2122643
Fax: 31 30 2122601
E-mail: crous@cbs.knaw.nl

9. Freie Universitaet Berlin – Botanical Garden and Botanical Museum:

Mr. Walter Berendsohn
Position: Contractor
Address: Botanic Garden and Botanical Museum Berlin-Dahlem, Koenigin-Luise-Strasse
6-8, D 14191 Berlin, Germany
Tel.: 49 30 838 50143
Fax: 49 30 841 729 43
E-mail: w.berendsohn@bgbm.org

10. Natural History Museum, London:

Mr. Dave Roberts
Position: Contractor
Address: Zoology Department, Natural History Museum, Cromwell Road, London, SW7
5BD, UK
Tel.: +44 20 7942 5469
Fax: +44 20 7942 5229
E-mail: d.roberts@nhm.ac.uk

11. Royal Botanic Gardens Kew:

Mr. Simon Mayo
Position: Contractor
Address: Herbarium, Royal Botanic Gardens, Kew, TW9 3AE, Richmond, Surrey, United
Kingdom
Tel.: 44 208 332 5213
Fax: 44 208 332 5278
E-mail: s.mayo@kew.org

12. Staatliches Museum für Naturkunde, Stuttgart:

Mr. Christoph Häuser
Position: Contractor
Address: Rosenstein 1, D-70191 Stuttgart, Germany
Tel.: +49 711 8936 223
Fax: +49 711 8936 100
E-mail: chaeuser@gmx.de, haeuser.smns@naturkundemuseum-bw.de

13. Royal Belgian Institute of Natural Sciences:

Mr. Jackie Van Goethem
Position: Contractor
Address: Royal Belgian Institute of Natural Sciences, Rue Vautier 29, 1000 Brussels, Belgium
Tel.: +32 2 627 43 43
Fax: +32 2 627 41 41
E-mail: jackie.vangoethem@naturalsciences.be

14. Royal Museum for Central Africa, Tervuren:

Mr. Michel Louette
Position: Contractor
Address: Royal Museum for Central Africa, Leuvensesteenweg 13, 3080 Tervuren, Belgium
Tel.: +32 2 769 56 21
Fax: +32 2 769 56 42
E-mail: michel.louette@africamuseum.be

15. National Botanic Garden of Belgium:

Mr. Jérôme Degreef
Position: Contractor
Address: Department Bryophytes-Thallophytes, Domein van Bouchout, B-1860 Meise, Belgium
Tel.: +32 2 260 09 54
Fax: +32 2 260 09 45
E-mail: jerome.degreef@br.fgov.be

16. Museum and Institute of Zoology, Polish Academy of Sciences:

Mr. Jacek Szwedo
Position: Contractor
Address: Museum and Institute of Zoology PAS, ul. Wilcza 64, 00-679 Warszawa
Tel.: (+48) 22 751 15 16, (+48) 22 629 32 21
Fax: (+48) 22 629 63 02
E-mail: szwedo@miiz.waw.pl , wieslawb@miiz.waw.pl

17. Institute of Botany, Polish Academy of Sciences:

Mr. Zbigniew Mirek
Position: Contractor
Address: Department of Vascular Plant Systematics, Lubicz 46, 31-512 Krakow, Poland
Tel.: 48 12 424 17 37
Fax: 48 12 421 97 90

E-mail: mirek@ib-pan.krakow.pl

18. Hungarian Museum of Natural History:

Mr. Andras Gubanyi
Position: Contractor
Address: Baross u. 13, H-1088 Budapest, Hungary
Tel.: 36 1 2677100
Fax: 36 1 3171669
E-mail: gubanyi@zoo.zoo.nhmus.hu

19. Comenius University, Bratislava:

Mr. Eduard Stloukal
Position: Contractor
Address: Department of Zoology, Faculty of Natural Sciences, Mlynska dolina B-1, 84215 Bratislava, Slovakia
Tel.: 421 2 602 96 333
Fax: 421 2 602 96 333
E-mail: stloukal@fns.uniba.sk

20. Institute of Botany, Slovakian Academy of Sciences:

Mr. Karol Marhold
Position: Contractor
Address: Dúbravská cesta 14, SK-84523, Bratislava, Slovakia
Tel.: +421 2 59426 128
Fax: +421 2 5477 1948
E-mail: karol.marhold@savba.sk

21. Institut National de la Recherche Agronomique:

Mr. Jean-Yves Rasplus
Position: Contractor
Address: UMR1062 Centre de biologie et de gestion des populations CBGP, Campus international de Baillarguet, 34988 Montferrier-sur-Lez Cedex, France
Tel.: 33 4 99 62 33 33
Fax: 33 4 99 62 33 45
E-mail: rasplus@ensam.inra.fr

22. Society for Management of European Biodiversity Data:

Mr. Chris Emblow
Position: Contractor
Address: Unit B19, KCR Ind. Estate, Kimmage, D12 Dublin, Ireland
Tel.: +353-1-4925711
Fax: +353-1-4925694
E-mail: cemblow@ecoserve.ie

23. Species 2000:

Mr. Frank Bisby
Position: Contractor
Address: Plant Science Laboratories, School of Biological Sciences, The University of Reading, READING, RG6 6AS, United Kingdom.
Tel.: 44 118 378 6466

Fax: 44 118 378 8160
E-mail: f.a.bisby@sp2000.org

24. Komarov Botanical Institute of the Russian Academy of Sciences:

Mr. Dmitry Geltman
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Address: Prof. Popov street 2, 197376 St Petersburg, Russian Federation
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Fax: +7-(812)-234-45-12
E-mail: geltman@mail.ru

25. Zoological Institute of the Russian Academy of Sciences:

Mr. Oleg Pugachev
Position: Contractor
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Tel.: +7(812) 328-03-11
Fax: +7(812) 328-29-41
E-mail: admin@zin.ru

26. Missouri Botanical Garden, St Louis:

Dr. Porter P. Lowry II
Position: Contractor
Address: Research Division, 2345 Tower Grove Ave., 63110 St. Louis, Missouri, United States
Tel.: (33) 1.40.79.33.51
Fax: (33) 1.40.79.33.42
E-mail: Pete.Lowry@mobot.org

27. US National Museum of Natural History, Smithsonian Institution, Washington:

Mr. Leonard Hirsch
Position: Contractor
Address: 1100 Jefferson Drive SW #3123, PO Box 37012, Q-3123 MRC 705, Washington, DC 20013-7012, United States
Tel.: 1.202.633.4788
Fax: 1.202.312.2888
E-mail: lhirsch@si.edu

ANNEX 6. PROJECT MANAGEMENT CHART

Months	5	11	17	23	29	35	41	47	53	59	After month 59
VIS A VIS THE COMMISSION											
DJPA n°1											
DJPA n°2											
DJPA n°3											
DJPA n°4											
DJPA n°5											
Reporting period											
Activity report & reported cost of 12 first months of DJPA 1											
Activity report & reported cost of the last 6 months of DJPA n°1 and the first 6 months of DJPA 2											
Activity report & reported cost of the last 6 months of DJPA n°2 & the first 6 months of DJPA 3											
Activity report & reported cost of the last 6 months of DJPA n°3 & the first 6 months of DJPA 4											
Activity report & reported cost of the last 6 months of DJPA n°4 & the first 6 months of DJPA 5											
Activity report & reported cost of the last 6 months of DJPA n°5											
Payment of the EC Contribution											
Up to 85% of reporting period 1 & the 6 months of reporting period 2											
15% left of the last 6 month of DJPA 1											
Up to 85 % of reporting period 2 & the 6 first months of reporting period 3											

Months 5	11	17	23	29	35	41	47	53	59	After month 59	
				15% left of the last 6 months of DJPA 2							
				Up to 85% of reporting period 3 & 6 first months of reporting period 4							
						15 % left of the last 6 months of DJPA 3					
						Up to 85% of reporting period 4 & the 6 months of reporting period 5					
								15 % left of the last 6 months of DJPA 4			
									Up to 85% of reporting period 5		
										15 % left of the last 6 months of DJPA 5	

Months 5	11	17	23	29	35	41	47	53	59	After month 59
VIS A VIS THE PARTIES										
Network Steering Committee validation n°1	Network Steering Committee validation n°2	Network Steering Committee validation n°3	Network Steering Committee validation n°4	Network Steering Committee validation n°5	Network Steering Committee validation n°6	Network Steering Committee validation n°7	Network Steering Committee validation n°8	Network Steering Committee validation n°9	Network Steering Committee validation n°10	Network Steering Committee validation n°11
DJPA N°1										
		Board of Directors decision n°1								
		Receive activity reports from the Network Steering Committee on the works realised and validate the readjustment of the works to be realised in accordance with the DJPA 1								

Months 5	11	17	23	29	35	41	47	53	59	After month 59
VIS A VIS THE PARTIES										
Network Steering Committee validation n°1	Network Steering Committee validation n°2	Network Steering Committee validation n°3	Network Steering Committee validation n°4	Network Steering Committee validation n°5	Network Steering Committee validation n°6	Network Steering Committee validation n°7	Network Steering Committee validation n°8	Network Steering Committee validation n°9	Network Steering Committee validation n°10	Network Steering Committee validation n°11
		Validate the readjustment of the estimated budget for the last 6 months of the DJPA 1								
		Report to the Commission, receive final payment and enclose budget of DJPA 1								
		Validate the DJPA 2								
		Validate the budget for second year								
			Board of Directors decision n°2							
			Receive activity reports from the Network Steering Committee on the works realised and validate the readjustment of the works to be realised in accordance with the DJPA 2							
			Validate the readjustment of the estimated budget for the last 6 months of the DJPA 2							
			Report to the Commission, receive final payment and enclose budget							

Months	5	11	17	23	29	35	41	47	53	59	After month 59
VIS A VIS THE PARTIES											
Network Steering Committee validation n°1	Network Steering Committee validation n°2	Network Steering Committee validation n°3	Network Steering Committee validation n°4	Network Steering Committee validation n°5	Network Steering Committee validation n°6	Network Steering Committee validation n°7	Network Steering Committee validation n°8	Network Steering Committee validation n°9	Network Steering Committee validation n°10	Network Steering Committee validation n°11	
				of DJPA 2							
				Validate the DJPA n°3							
				Validate the budget for third year							
						Board of Directors decision n°3					
						Receive activity reports from the Network Steering Committee on the works realised and validate the readjustment of the works to be realised in accordance with the DJPA 3					
						Validate the readjustment of the estimated budget for the last 6 months of the DJPA 3					
						Report to the Commission, receive final payment and enclose budget of DJPA 3					
						Validate DJPA n°4					
						Validate the budget for fourth year					
								Board of Directors decision n°4			
								Receive activity			

Months	5	11	17	23	29	35	41	47	53	59	After month 59	
VIS A VIS THE PARTIES												
Network Steering Committee validation n°1	Network Steering Committee validation n°2	Network Steering Committee validation n°3	Network Steering Committee validation n°4	Network Steering Committee validation n°5	Network Steering Committee validation n°6	Network Steering Committee validation n°7	Network Steering Committee validation n°8	Network Steering Committee validation n°9	Network Steering Committee validation n°10	Network Steering Committee validation n°11		
								reports from the Network Steering Committee on the works realised and validate the readjustment of the works to be realised in accordance with the DJPA 4				
								Validate the readjustment of the estimated budget for the last 6 months of the DJPA 4				
								Report to the Commission, receive final payment and enclose budget of DJPA 4				
								Validate DJPA n°5				
								Validate the budget for fifth year				
										Board of Directors decision n°5		
										Report to the Commission, receive final payment, enclose budget of DJPA 5		

Months	5	11	17	23	29	35	41	47	53	59	After month 59
PAYMENT MODALITIES											
First payment upon receipt of the advance payment from the Commission on the basis of 1/3	Second 1/3 after validation by the Network Steering Committee of expenditure reports	Last 1/3 upon receipt of last payment Tranche 1 ("retention rate") and after receipt and validation of expenditures reports									
		One 1/3 upon receipt of the advance payment and upon receipt of the first expenditure report	Second 1/3 after validation by the Network Steering Committee of expenditure reports	Last 1/3 upon receipt of last payment Tranche 2 and after receipt and validation of expenditures reports							
			One 1/3 upon receipt of the advance payment and upon receipt of the first expenditure report	Second 1/3 after validation by the Network Steering Committee of expenditure reports	Last 1/3 upon receipt of last payment Tranche 3 and after receipt and validation of expenditures reports						
					One 1/3 upon receipt of the advance payment and upon receipt of the first expenditure report	Second 1/3 after validation by the Network Steering Committee of expenditure reports	Last 1/3 upon receipt of last payment Tranche 4 and after receipt and validation of expenditures reports				
							One 1/3 upon receipt of the advance payment and upon receipt of the first expenditure report	Second 1/3 after validation by the Network Steering Committee of expenditure reports	Last 1/3 upon receipt of last payment Tranche 4 and after receipt and validation of expenditures reports		

ANNEX 7. LIST OF EQUIPMENT MADE AVAILABLE FOR THE PROJECT

1. Caisse des Dépôts et Consignations: Information Management Tool (IMT)
 2. Muséum National d'Histoire Naturelle: all equipment owned by MNHN (Muséum National d'Histoire Naturelle) and needed for realisation of the JPA including the taxonomic collections.
 3. Natural History Museum of Denmark, University of Copenhagen: all equipment owned by UKBH (Natural History Museum of Denmark and Biological Institute) and needed for realisation of the JPA including the taxonomic collections.
 4. Consejo Superior de Investigaciones Científicas: all equipment owned by CSIC (Consejo Superior de Investigaciones Científicas) and needed for realisation of the JPA including the taxonomic collections.
 5. University of Amsterdam: all equipment owned by UVA (University of Amsterdam) and needed for realisation of the JPA including the taxonomic collections.
 6. National Herbarium Netherlands: all equipment owned by NHN (National Herbarium Netherlands) and needed for realisation of the JPA including the taxonomic collections.
 7. Natural History Museum Naturalis: all equipment owned by NHMN (Natural History Museum Naturalis) and needed for realisation of the JPA including the taxonomic collections.
 8. Centraalbureau Schimmelcultures: all equipment owned by CBS (Centraalbureau Schimmelcultures) and needed for realisation of the JPA including the taxonomic collections.
 9. Freie Universitaet Berlin – Botanical Garden and Botanical Museum: all equipment owned by FU-BGBM (Freie Universitaet Berlin Botanical Garden and Botanical Museum) and needed for realisation of the JPA including the taxonomic collections".
 10. Natural History Museum, London: none
 11. Royal Botanic Gardens Kew: all equipment owned by RBGK (Royal Botanic Gardens, Kew) and needed for realisation of the JPA including the taxonomic collections.
 12. Staatliches Museum für Naturkunde, Stuttgart:
 - Zoological, botanical and entomological collections will be made accessible, and a significant library.
 - Scanning Electron Microscope (SEM).
- Beyond that, no larger or significant equipment of the SMNS will be made available for the project.
13. Royal Belgian Institute of Natural Sciences:
 - Standard equipment for analysis: Microscopes, binoculars, image manager/analyser software, laboratory equipment, etc.

- Molecular Systematics Laboratory (MSL): The MSL provides a working environment for experienced "molecular" researchers and intensive practical training in molecular techniques and data treatment for students and postdoctoral researchers in the field of molecular systematics. For practical reasons training in molecular techniques can only be provided for users whose research proposals fit into the ongoing research programmes and activities at the MSL. Such training sessions should therefore be negotiated in advance, and should form part of joint collaborative research projects with one or more of the senior staff members of the MSL.

- Scanning electron microscope: In 1998 the institute acquired a new, completely digitised environmental scanning electron microscope, Philips XL 30 ESEM. The new apparatus has a number of advantages, such as the possibility to work in wet mode and to record digitised images on diskettes or CD ROM, which are very practical new applications for the users.

- Library: The scientific library of the RBINS offers a vast range of natural history books (more than 700,000 volumes) and some 11,000 scientific periodicals of which more than 3,000 are running.

14. Royal Museum for Central Africa, Tervuren:

-Taxonomical collections:

African zoology collections: The Zoological Collections hold specimens from nearly 125,000 species: 7-8 million invertebrates of 117,000 species and 1.5 million vertebrates of 6,115 species and hold the holotype material for 26,615 insect, 543 fishes, 240 birds, 104 reptiles, 81 amphibians and 36 mammals. Including paratypes; the collections hold a total of nearly 250,000 types. RMCA has nearly half of the 3,000 type specimens in the world for African freshwater fishes. Overall, this means that virtually any zoologist making taxonomic revisions of animal groups also occurring in Africa will need to use the facility.

Geological collections: The mineral collection consists of 10,255 ordinary minerals (in 988 species), 1,077 radioactive minerals and 170 asbestos samples (accessible under European safety regulations).

There are 20,000 well-documented (micro) fossils including both fauna and flora species of Phanerozoic deposits of the Central African region.

The collection covers marine Atlantic Ocean deposits (including drilling cores for hydrocarbon potential) as well as predominantly continental deposits of the Central African basin ('Cuvette congolaise') and of the Western Rift basins. In addition Neoproterozoic Stromatolites of various regions of the Precambrian of Central Africa are present. Among all these specimens, several holotypes are kept.

Xylological collections: The RMCA keeps one of the largest collections of wood samples in the world (57000 samples from nearly 13000 different species, from 3009 genera and 265 families). Focuses are on the commercial timbers and the family of Meliaceae.

- The Library:

The RMCA maintains an extensive library on African biodiversity, including the top scientific journals, but also a unique collection of rare, old colonial publications. Scientific staff master ten languages; consequently, the library and reprint documentation is unusually multilingual.

- Department of Geology and Mineralogy (Palais des Colonies – building)

Optical Instruments:

Binoculars (Leica, Wild, Zeiss)

Leica Polarizing microscope (transmission) with digital image acquisition

Leitz Polarizing microscopes (reflective and transmission)

GER high resolution VIS-NIR field spectroradiometer

- Laboratories:

Thin- and polished section preparation workshop

Clean room class 100

- Analytical equipment:

ICP-MS Inductively coupled plasma mass spectrometer
UV ICP-MS Laser ablation inductively coupled plasma mass spectrometer
HR-ICP-MS High resolution inductively coupled plasma mass spectrometer

- Department of Zoology, Sections of Entomology and Invertebrates (Palais des Colonies – building)

Optical Instruments:

Image capture and analysis infrastructure: Leica dissecting (MZ12) and light (DMLB) microscope with 3CCD Toshiba and Leica DC300 camera.

Synoptics Automontage software, linked to above Toshiba camera

Image Pro Plus analysis software

Several routine microscopes

Scanning (Electron) Microscope JEOL – 6480/LV

- Section of the Vertebrates (CAPA- building):

Optical Instruments

Research microscopes (several):

Wild M3 with camera lucida

Wild M5

Wild M8 with diascopy holder and camera lucida

Wild M7

Wild M8

Zeiss Stemi 200C with triocular Zeiss 6-40x

Leica Zoom 2000

Leica Dialux 22 (obj. 10 - 100x, phase contrast, camera lucida, syst. Photo Wild MPS 45)

Zeiss Axiophot I (obj. Diascopy 2,5 à 100x, obj. Episcopy 5 à 100x, phase contrast, fluorescence, syst. photo Axiophot , syst. video CCD C72 & image analysis Vidas 25)

Camera Sony CCD-IRIS with obj. Cosmicer TV Zoom 12,5-75mm, monitor Sony, printer Sony Videographic UP 860 CE

- Analytical equipment:

Polishing equipment Vempol 300 VEM

Circular saw Labcut VEM

Dissection and precision measuring tools.

- Laboratories:

Vacuum Oven

Lab with routine colouring technique tools.

New X-Ray apparatus (as from late 2004)

- Department of Agricultural Economy and History

Xylarium (CAPA- building)

Chemical Laboratory:

Electronic sledge microtome Microm

Mechanical sledge microtome Reichert

Knife sharpener

- Optical Laboratory:

Two Olympus research microscopes (BX60)

One Olympus research stereomicroscope (SZH10)

Several routine microscopes

Two LINTAB measuring stages for tree ring analysis with TSAP software

Resistograph

AnalySIS image analysis software

Analogous (SONY) and digital (OLYMPUS) camera's

- Wood processing workshop:

Sawing, sanding and polishing machines

15. National Botanic Garden of Belgium:

- Herbarium: ca. three million specimens (ca. 55,000 primary types), including all plant groups (incl. cryptogams) and fungi and aims at worldwide coverage. Focus areas are domestic (about 230,000 specimens from Belgium), the New World (historical material such as the Mexican collections made by Galeotti, the collection assembled in Venezuela by Funck and Schlim, and the famous herbarium Martii), and tropical Africa (inter alia ca. 90% of all the botanical material collected in Central Africa (R.D. Congo, Rwanda and Burundi)).
- Living collections: 18,000 species (ca. 7% of all vascular plants on Earth) grown in open air or greenhouses. Material is used for education and research or grown for conservation purposes. Special research collections are devoted to groups such as Rubiaceae, cacti & succulents, bromeliads, and orchids.
- Equipment: **Molecular systematic botany**: A molecular lab is equipped to perform analyses from DNA extraction to PCR and electrophoresis (both horizontal agarose gel and vertical polyacrylamide gel electrophoresis). **L and E microscopy**: standard equipment for microtomy and light microscopy. It has a Jeol SEM 5800 with low vacuum equipment, working in a digital environment.

16. Museum and Institute of Zoology, Polish Academy of Sciences:

- Zoological collection including ca. 25,000 type specimens (many primary types of spiders, ichneumon 'flies' and mollusks); ants from Eastern Palaearctic, incl. ca. 200,000 specimens from Northern Korea and Indochina; other insect groups particularly beetles (e.g. Chrysomelidae, Erotylidae, Tenebrionidae) from Europe and Asia; molluscs, mainly from Asia Minor, Balkan Peninsula, and Caucasus (> 100,000); ca. 40,000 birds (principally South America, Siberia and Caucasus), with ca. 7,800 species and subspecies; oological collection (ca. 6,000 bird eggs); all developmental stages of about 85% families of beetles occurring in Poland; larvae and adults of most flies in the country, of forensic significance; ca. 90% of all known species of plant-parasitic nematodes (Tylenchina) from temperate Europe.
- Molecular laboratory allowing to conduct several types of molecular analysis (e.g., RAPD, PCR-RFLP, DNA-DNA hybridisation, STR polymorphism) and document the results via EDAS system;
- Biometrical lab, including Kontron scanner and 2-dimensional digital image capture system, Reflex Microscope useful for digitising 3-dimensional coordinates of small specimens;
- Soil lab containing a MacFadyen extractor to inventory the structure of soil mesofauna and an apparatus Sension 156 HACH to measure physical soil parameters;
- SEM of new generation (available from April 2006)

17. Institute of Botany, Polish Academy of Sciences:

- Molecular laboratory - fully equipped; allows following analyses:
 - RAPD
 - RFLP
 - AFLP
 - DNA sequencing
 - Microsatellite analysis
- Environmental and Ecotoxicological Laboratory equipped with:
 - atomic spectrophotometer Varian 220 FF with furnace tube GTA 110
 - ion chromatograph DX-100
 - gradient chromatograph DX-500
 - gas chromatograph Saturn 2100T (Varian)
 - accelerated solvent extractor ASE-200 Dionex
 - sulphur and carbon analyzer (Behr S30HT)
 - nitrogen analyzer (Kjeltec - 2300)
 - and other basic laboratory equipment
- Palaeobotanical Laboratory - standard equipment
- Phycological Laboratory - standard equipment
- Biometrical Laboratory:
 - Nikon optical microscopes with digital CCD cameras and accompanying computer equipment

- Nikon binocular stereoscopic microscopes with digital CCD cameras and computer equipment
- Flat scanners of A3 and A4 format
- Film scanner Nikon LS50
- Advanced microscopic image input and analysis system (MultiScan) with digital camera
- Computer program for automated biometrical measurements and analyses

18. Hungarian Museum of Natural History:

Zoological, botanical, entomological and palaeontological collections and standard equipments for analysis (microscopes, binoculars, image manager/analyser software, laboratory equipment, etc.) and a significant library needed for realisation of the JPA will be accessible.

Larger laboratory equipments (Molecular Systematics Laboratory (fully equipped DNA lab) and SEM) of the HNHM will be made available for the project following a previous written agreement on conditions.

19. Comenius University, Bratislava:

- Laboratory of molecular taxonomy of animals
- Laboratory of optical microscopy
- Laboratory for biodiversity data digitization

20. Institute of Botany, Slovakian Academy of Sciences: all equipment owned by IBSAS (Institute of Botany, Slovakian Academy of Sciences) and needed for realisation of the JPA including the taxonomic collections.

21. Institut National de la Recherche Agronomique: All equipment owned by the implicated laboratories of INRA and needed for execution of the JPA including the taxonomic collections and in particular:

- Equipments for taxonomy: Microscopes, binoculars, image manager/analyser software, laboratory equipment, etc
- Scanning electron microscope (digitised)
- The entomological library of the CIRES CBGP in Montpellier
- The entomological collection in Montpellier
- The collection of Agaric strains in INRA-Bordeaux + PCR equipments for molecular taxonomy
- CFBP at INRA-Angers (Collection Française des Bactéries Phytopathogènes, about 5400 strains)

22. Society for Management of European Biodiversity Data: none

23. Species 2000: none

24. Komarov Botanical Institute of the Russian Academy of Sciences: all equipment owned by BINRAS (Komarov Botanical Institute of the Russian Academy of Sciences) and needed for realisation of the JPA including the taxonomic collections.

25. Zoological Institute of the Russian Academy of Sciences: all equipment owned by ZIN RAS (Zoological Institute of the Russian Academy of sciences) and needed for realisation of the JPA including the taxonomic collections.

26. Missouri Botanical Garden, St Louis: all equipment owned by MBG (Missouri Botanical Garden) and needed for realization of the JPA including the taxonomic collections and library.
27. US National Museum of Natural History, Smithsonian Institution, Washington: all equipment owned by USNM (US National Museum of Natural History, Smithsonian Institution) and needed for realisation of the JPA including the taxonomic collections.

ANNEX 8. LIST OF AFFILIATES

1. Caisse des Dépôts et Consignations: none
2. Muséum National d'Histoire Naturelle: none
3. Natural History Museum of Denmark, University of Copenhagen: none
4. Consejo Superior de Investigaciones Cientificas: none
5. University of Amsterdam: none
6. National Herbarium Netherlands: none
7. Natural History Museum Naturalis: none
8. Centraalbureau Schimmelcultures: none
9. Freie Universitaet Berlin – Botanical Garden and Botanical Museum: none
10. Natural History Museum, London: none
11. Royal Botanic Gardens Kew: none
12. Staatliches Museum für Naturkunde, Stuttgart: none
13. Royal Belgian Institute of Natural Sciences: none
14. Royal Museum for Central Africa, Tervuren: none
15. National Botanic Garden of Belgium: none
16. Museum and Institute of Zoology, Polish Academy of Sciences: none
17. Institute of Botany, Polish Academy of Sciences: none
18. Hungarian Museum of Natural History: none
19. Comenius University, Bratislava: none
20. Institute of Botany, Slovakian Academy of Sciences: none
21. Institut National de la Recherche Agronomique:

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General Manager: Mr Lenee
Contact: Mr Lenee

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Contact: M Fôret

22. Society for Management of European Biodiversity Data: none

23. Species 2000: none

24. Komarov Botanical Institute of the Russian Academy of Sciences: none

25. Zoological Institute of the Russian Academy of Sciences: none

26. Missouri Botanical Garden, St Louis: none

27. US National Museum of Natural History, Smithsonian Institution, Washington: none