



European Technology Platform
on Sustainable Mineral Resources

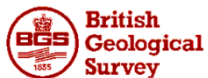
EO-MINERS



Consortium Agreement



Project no: 244242, call 2009, Theme 6, Topic ENV.2009.4.1.3.2



Sokolovská uhelná, právní nástupce, a.s.
SOKOLOV

- Consortium Agreement is a FP7 mandatory document requested by EC
- CA contractual document drawn between the project Partners (Parties), not provided to EC, not binding EC
- The CA legally binds the Partners for all technical, administrative, financial and legal aspects of the project
- The CA must be duly approved and signed by all project Parties

- The CA, with respect to the Project, specifies
 - the relationship among the Parties, in particular concerning the organisation of the work between the Parties
 - the management of the Project
 - and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

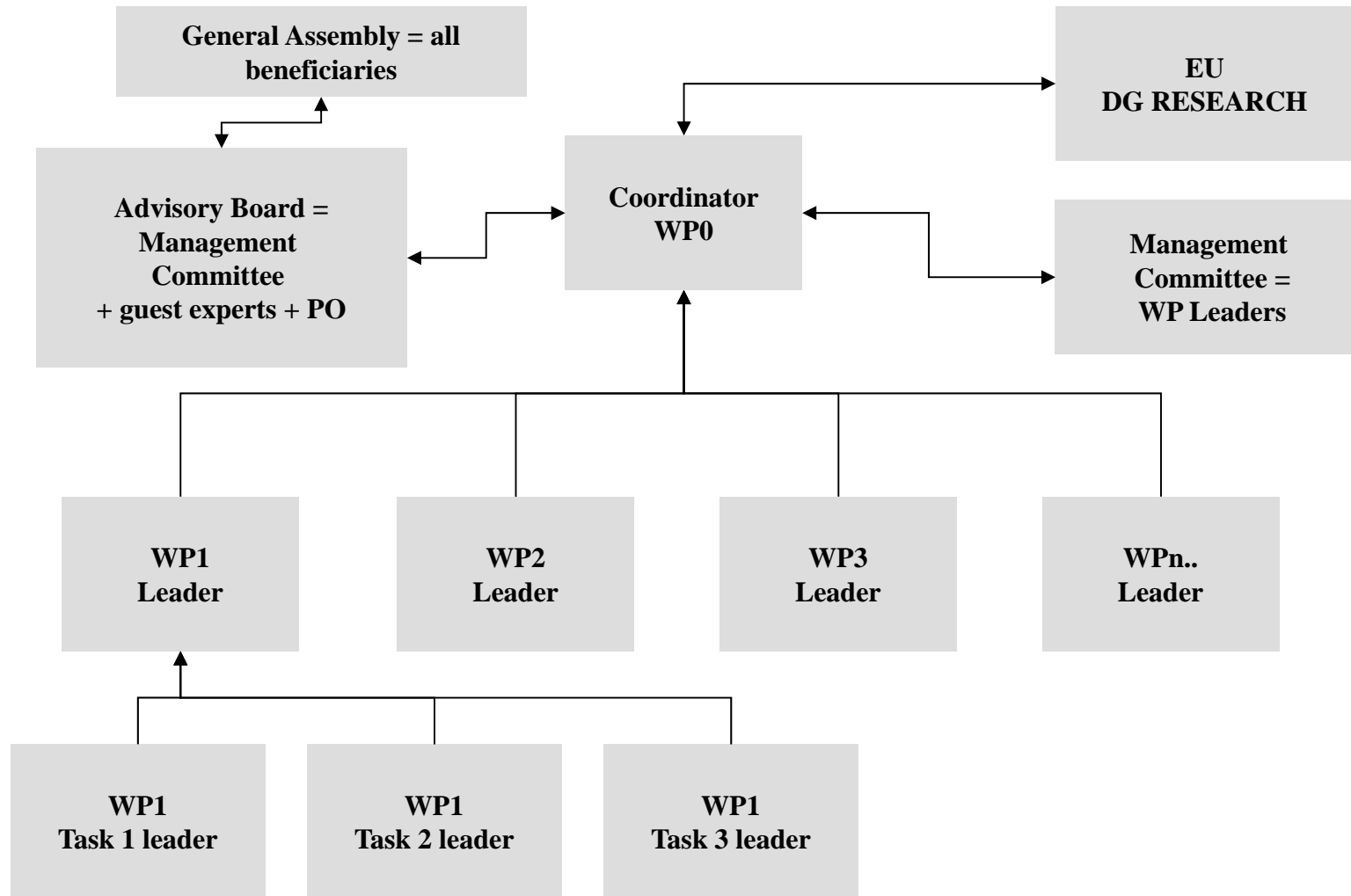
- The CA enters into force once signed by all parties
 - A new party can enter the CA upon signature of an Accession Document (attachment 3)
- The CA normally shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under the CA itself.
- CA termination takes place in normal end of the project

Responsibilities of Parties

- Each Party undertake to
 - take part in the efficient implementation of the Project
 - cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.
 - to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project
 - provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.
 - take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties



Organisational Governance Structure



- The **General Assembly** is the decision-making body of the Consortium
 - All Parties
- The **Coordinator** is the legal entity acting as the intermediary between the Parties and the European Commission
- The **Management Committee** assists the General Assembly and the Coordinator.
 - Coordinator + WP leaders
- The **Advisory Board** guides the Management Committee and participates in policy and decision making.
 - Management Committee + guest expert + PO

Meeting frequency

Structure	Meeting frequency	Extraordinary meeting	Agenda
General Assembly	Kick-off + once a year	Upon request of Coordinator or a Party	45 calendar days (mini 15) Extraordinary : 15 (mini 7)
Management Committee	Every 6 month	Upon request of Coordinator or a WP leader	15 calendar days
Advisory Board	Once a year (together with General Assembly)	Upon request of Coordinator or a WP leader	45 calendar days

- General Assembly meets at kick-off and once a year + possible extraordinary meetings upon Coordinator or Party request
 - agenda
 - written agenda at last 14 calendar days before meeting
 - added new item by any Party at last 7 calendar day before meeting
 - quorum
 - 2/3 of Parties
 - A Party can mandate another Party to represent it by written notice
 - votes
 - Majority of 2/3 of parties (quorum)
 - minutes
 - Draft minutes 15 calendar days after meeting
 - Presumed accepted after 15 calendar days after reception if no written objection from parties

- EC payment for the project are made to the coordinator
- Payments to Parties are the exclusive tasks of the Coordinator
- BRGM as Coordinator opened several years ago a special (non profit...) bank account called "special FP account" on which contributions received from the Commission are hold till their transfer to the different partners concerned (including BRGM as partner)

Payment schedule

- Advance payment already transferred to BRGM
 - 2,080,663.37 € - 5% of maximum Community financial contribution (i.e. 156,041.88 €)
 - 50% of respective part of the advance payment will be transferred to each Party after signature of the CA by all parties
 - Remaining 50% will be transferred to each Party after presentation to the Consortium of form C at M+9, if, and only, if at least 30% of its overall budget has been justified (transfer at month 18 if < 30%)
- Interim payment made by the Commission will be done according to costs accepted by the Commission through the Financial Statement presented (M18) and will be paid by the Coordinator to the Party concerned, taking into account the amounts already received with the advance payment

- No joint ownership agreement has yet been concluded
 - each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
 - each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions: at least 45 days prior notice must be given to the other joint owner(s); and fair and reasonable compensation must be provided to the other joint owner(s).
 - each of the joint owners may use the joint Foreground for non-commercial academic teaching and research as it sees fit, without any obligation of giving prior notice thereof to the joint owner, and without any obligation of paying any compensation therefore for the joint owner

- Prior notice of any planned publication shall be made 45 days before the publication
- Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice
- If no objection is made within the time limit stated above, the publication is permitted.

- Each Party shall identify (Attachment 1) the Background to which they are ready to grant Access Rights
- Any Party may add further Background to Attachment 1 during the Project by written notice
- All Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights