



**AAL Joint Programme, Call 6
ICT-based Solutions for Supporting Occupation in Life of
Older Adults**



Consortium Agreement (CA)

Project acronym: healthy@work

Project full title: personalized adaptive workplace health promotion for older employees

**Date of preparation of
Description of Work** 14.04.2014

(latest version): Ver.1.2

List of Beneficiaries:

Beneficiary number	Beneficiary name	Beneficiary short name	Country	Date enter project	Date exit project
1 (coordinator)	YouPers	YP	Switzerland	Month 1	Month 24
2	XIM Limited	XIM	United Kingdom	Month 1	Month 24
3	Lucerne University of Applied Sciences and Arts – Engineering & Architecture CEESAR – iHomeLab	HSLU	Switzerland	Month 1	Month 24
4	u-sentric	USE	Belgium	Month 1	Month 24
5	romus	ROM	Switzerland	Month 1	Month 24
6	CURAVIVA Verband Heime und Institutionen Schweiz	CUR	Switzerland	Month 1	Month 24

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History

Version	Date	Changes	From	Review
0.1	13.12.2013	Initial draft	YP	
0.2	20.1.2014	Minor changes	HSLU	
0.3	5.3.2014	Insertion of feedback received so far	YP	
1.0	07.04.2014	Insertion of Feedback from USE, CUR, HSLU, Part of XIM	YP	
1.1	14.4.2014	BBC declares not to participate	YP /BBC	
1.2	10.06.2015	No further changes	YP	



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THIS CONSORTIUM AGREEMENT is based upon

- Decision No 742/2008/EC of the European Parliament and of the Council of 9 July 2008 on the Community's participation in a research and development programme undertaken by several Member States aimed at enhancing the quality of life of older people through the use of new information and communication technologies, hereinafter referred to as the Basic Act, General Agreement No. 30-CE-00228962/00-54 with its Annex: "Detailed arrangements for the AAL Joint Programme", Call for Proposals AAL-2013-6,
- bilateral agreements between Ambient Assisted Living Association and Federal Office for Professional Education and Technology (Switzerland), Technology Strategy Board, IWT agentschap voor Innovatie door Wetenschap en Technologie, hereinafter referred to as Administrative Agreements,
- bilateral agreements between Federal Office for Professional Education and Technology (Switzerland), Technology Strategy Board, IWT agentschap voor Innovatie door Wetenschap en Technologie, YouPers AG, XIM Ltd., Lucerne University of Applied Sciences and Arts – Engineering & Architecture CEESAR - iHomeLab, u-sentric, romus AG, Bournemouth Borough Council, CURAVIVA Verband Heime und Institutionen Schweiz, hereinafter referred to as Grant Agreements and
- follows the Intellectual Property Rights regime, on the basis of the REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013), hereinafter referred to as the Rules for Participation and
- is made on April, 1st, 2014, hereinafter referred to as the Effective Date.

BETWEEN:

YouPers AG, the "Coordinator"
hereinafter referred to as "YP"

XIM Ltd.

hereinafter referred to as "XIM"

Lucerne University of Applied Sciences and Arts – Engineering & Architecture CEESAR - iHomeLab

hereinafter referred to as "HSLU"

u-sentric

hereinafter referred to as "USE"

romus AG

hereinafter referred to as "ROM"

CURAVIVA Verband Heime und Institutionen Schweiz

hereinafter referred to as "CUR"

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

**personalized adaptive workplace health promotion for
older employees**

in short

HEALTHY@WORK

hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Ambient Assisted Living Joint Programme under the funding scheme AAL Joint Programme, Call 6 (AAL-2013-6), and wish to specify or supplement binding commitments among themselves in addition to the provisions of the relevant Grant Agreement(s).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

<i>Access Rights</i>	<i>means licences and user rights to Foreground or Background.</i>
<i>Background</i>	<i>means information which is held by a Party prior to its accession to this agreement, as well as the intellectual property rights pertaining to such information, including the application that has been filed before its accession to this agreement, which is needed for carrying out the Project or for using Foreground.</i>
<i>Dissemination</i>	<i>means disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication and presentation of Foreground in any medium.</i>
<i>Fair and reasonable conditions</i>	<i>means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for access, for example the actual or potential value of the Foreground or Background to which access is requested and/or the scope, duration or other characteristics of the Use envisaged.</i>
<i>Foreground</i>	<i>means the tangible and intangible results which are generated under the</i>

	<i>project, including pieces of information, materials and knowledge and whether or not they can be protected. It includes intellectual property rights (e.g. copyrights, industrial designs, patents, plant variety rights), similar forms of protection (e.g. rights for databases) and know how or trade secrets (e.g. confidential information).</i>
<i>Grant Agreement (GA)</i>	<i>means the contract between a Party and its National Funding Administration.</i>
<i>Proposal</i>	<i>means the proposal for this Project submitted to the call for proposals of AAL, dated the 4 April. 2013 and being an integral part of this Consortium Agreement.</i>
<i>Use</i>	<i>means the direct or indirect utilisation of Foreground in further research activities other than those covered by the Project, or for developing, creating and marketing a product or process, or for creating and providing a service.</i>
<i>Software</i>	<i>means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression</i>
<i>Description of Work (DoW)</i>	<i>means the description of work (including the related agreed Consortium Budget) as updated and approved by the Project Coordination Committee.</i>
<i>Project Coordination Committee</i>	<i>means the body to be in general responsible for ensuring scientific and technical quality of all deliverables.</i>
<i>Consortium Budget</i>	<i>means the allocation of all the resources in cash or in kind for the activities as defined in the Description of Work (DoW)</i>
<i>Defaulting Party</i>	<i>means a Party which the Project Coordination Committee has identified to be in breach of this Consortium Agreement and/or the relevant Grant Agreement as specified in Article 4.2 of this Consortium Agreement.</i>
<i>Needed</i>	<p><i>means:</i></p> <p><i>For the implementation of the Project:</i> <i>Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.</i></p> <p><i>For Use of own Foreground:</i> <i>Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.</i></p>
<i>NFA(s) (National Funding Authority(ies))</i>	<i>means Federal Office for Professional Education and Technology (Switzerland), Technology Strategy Board, IWT agentschap voor Innovatie door Wetenschap en Technologie</i>
<i>Lead NFA</i>	<i>means National Founding Authority of the Coordinator</i>

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new Party enters the Consortium upon acceptance by the Project Coordination Committee and the signature of the accession document (attached hereto as Attachment 3) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the relevant Grant Agreement(s) and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated before the complete fulfillment of all obligations undertaken by the Parties under the GAs and under this Consortium Agreement in accordance with the specific terms of this Consortium Agreement and GAs. If the Commission does not award the Grant Agreement(s) or terminates the Grant Agreement(s) or a Party's participation in the Grant Agreement(s), this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by any other Party or by the Coordinator to carry out its tasks in accordance with the Description of Work.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties under this Consortium Agreement and promptly to correct any error in such information or materials of which it is notified or of which it becomes aware.

4.2 Breach

In the event any Party identifies a breach by another Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g.: a partner producing poor quality work), the Coordinator or the Party, in the case that the Coordinator is in breach of its obligations, appointed by the Project Coordination Committee will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

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

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in the Description of Work (DoW) provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The Project Coordination Committee is the decision-making body of the Consortium.

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

6.2 Members

The Project Coordination Committee shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Project Coordination Committee, unless decided otherwise by the Project Coordination Committee.

The Parties agree to abide by all decisions of the Project Coordination Committee.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Project Coordination Committee

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Project Coordination Committee at least twice a year and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

The chairperson shall give notice in writing (including e-mail) of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 10 calendar days preceding the meeting, or 5 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 5 calendar days preceding the meeting.

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

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then agreed (including e-mail) by the defined majority of Members (see Article 6.3.3 of this Consortium Agreement).

6.3.2.7 Meetings of the Project Coordination Committee may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.3.5 of this Consortium Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The Project Coordination Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Defaulting Parties may not vote.

6.3.3.4 Decisions will be taken by consensus or by simple majority in the case where consensus is not possible. Changes to the Description of Work will require consensus or a majority of two-thirds (2/3) of the votes.

6.3.4 Veto rights

6.3.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Project

Coordination Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 10 calendar days after the draft minutes of the meeting are sent.

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

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

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

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within 10 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Project Coordination Committee, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the Project Coordination Committee

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

The following decisions shall be taken by the Project Coordination Committee:

Content, finances and intellectual property rights

- Proposals for changes to the Description of Work (DoW) to be agreed by the Lead NFA (including the Consortium Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (List of Third Parties)

Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party

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

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

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Lead NFA and shall perform all tasks assigned to it as described in the Grant Agreement(s) and this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- Collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission
- Preparing the meetings, proposing decisions and preparing the agenda of Project Coordination Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- Transmitting promptly documents and information connected with the Project
- Providing, upon request, the Parties with official copies of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Coordinator fails in its coordination tasks, the Project Coordination Committee may propose to the Lead NFA to change the Coordinator.

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

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

As agreed in the individual Grant Agreements, the financial contribution of the Union and the individual participating countries will be distributed by the responsible NFA in each country.

7.1.2 Justifying Costs

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

7.1.3 Financial consequences of the termination of the participation of a party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by its NFA. Furthermore a Defaulting Party shall bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

7.2 Budgeting

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

The financial provisions concerning this Consortium including the Consortium Budget are subject to the Description of Work.

Section 8: Foreground

Regarding Foreground, [EC-GA Article II.26. - Article II.29.](#) shall apply with the following additions:

8.1 Joint ownership

Unless otherwise agreed upon in a joint ownership agreement following regulation is applicable:

- 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).

8.2 Transfer of Foreground

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (4) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (4) after signature of this Agreement requires a decision of the Project Coordination Committee.

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

8.3 Dissemination

8.3.1 Publication of a Party's own Foreground or Background

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions. Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to any Party concerned within 14 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

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

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

8.3.2 Publication of another Party's Foreground or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

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

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

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice. However, only the Project Coordination Committee can permit a Party to withdraw any of its Background from Attachment 1.

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed. For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2. The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice. However, only the Project Coordination Committee can permit a Party to add Background to Attachment 2.

9.2 General Principles

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

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

9.2.3 If the Project Coordination Committee considers that the restrictions have such impact, which is not foreseen in the Description of Work, it may decide to update the Description of Work accordingly.

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

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

Access rights for internal research activities shall be granted on a royalty-free basis.

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

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

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

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

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

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

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to Grant Agreement(s) and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

"Application Programming Interface" means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Software Service" means a unit of functionality that is self-contained providing its functionality through a Service Interface. Additional metadata is available in sufficient detail to describe not only the characteristics of such a service, but also the data that drives them. The metadata allows skilled Software developers to create software components that discover and use the functionality of implemented and deployed software services.

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

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

“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.

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Article 9.8.

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

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the Project Coordination Committee to implement such introduction into the Description of Work.

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:

- Access to the Service Interface and its metadata or
- access to the Object Code; and,
- where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Use of its own Foreground is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code or as installed and available Software Service unless otherwise agreed between the Parties concerned.

9.8.4 Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

Where a Party has Access Rights to Object Code and/or API which is Foreground for Use, such Access shall, in addition to the access for Use foreseen in Article 9.4, as far as needed for the Use of the Party's own Foreground, comprise the right:

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to use Object Code and API for its own Foreground.

If it is intended to use the services of a third party for the purposes of this Article 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.1.2 Foreground - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Use of the Party's own Foreground, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

Where, in accordance with Article 9.8.3, a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as Needed for the Use of the Party's own Foreground, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service. If it is intended to use the services of a third party for the purposes of this Article 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.2.2 Foreground – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Use of the Party's own Foreground, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Article 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 10: Non-disclosure of information / Confidentiality / Privacy

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

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

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

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

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

- the Confidential Information at the time of the disclosure was, or thereafter became publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs in writing the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement(s);
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure as evidenced by written documentation in the files of the Recipient or is not explicitly marked or confirmed as Confidential Information or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

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

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

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

10.9 **Privacy and control of personal data concerning end-users**
Personal or sensitive data will be handled in accordance with existing national and European legislation and directives. The relevant security and privacy rules regarding storage and transmission of personally identifiable information have to be respected. Data have to be made anonymous, codified and stored in a secure place guaranteeing access only to authorised persons. All collection of data and other interventions in the project should follow the principles of proportionality and purposefulness, i.e. be restricted to what is necessary to meet the aims of the project.

10.10 **The exit strategy for the end users of the test environment**
End-users will always have the possibility to resign from the project at any time, without giving a reason and without incurring costs or penalties. HEALTHY@WORK is a research project, which means that there is always a certain risk involved, that the idea fails. Therefore, at the beginning of the project, the participants who volunteer to test and validate the products and services will be informed that it may be possible, that the products and services will be discontinued after the project ends.

10.11 **Ethical issues**
Each Party is committed to comply with ethical principles in research with human participants in our case with people suffering from various kinds of physical disabilities. This means that they will not be regarded as disabled persons. As stated in the description of work several international and national guidelines on ethical issues are relevant to the Project and will be observed. End-user organisations which are part of the Project take care of these issues as they have the direct contact to real end-users of HEALTHY@WORK products and services. Additionally, user involvement throughout the Project can contribute to the future adoption of the system in its commercial stage. They explain HEALTHY@WORK products and services to the client and draft an informed consent that the client has to sign. The informed consent will be designed according to the national rules of the end-user participating countries.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Background excluded)
- Attachment 3 (Accession document)
- Attachment 4 (List of Third Parties)

Attachment 5 (Initial list of members and other contact)
Attachment 6 (Description of Work)
Attachment 7 (FP7 Grant Agreement - Annex II General Conditions)

In case the terms of this Consortium Agreement are in conflict with the terms of the relevant Grant Agreement(s), the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail unless expressly varied in this Consortium Agreement where such variation is permissible under the Grant Agreement(s) and the EC-GA.

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

Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.6 require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto, where the native language is not understood by every addressee.

11.7 Applicable law

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

11.8 Settlement of disputes

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try to solve it through mediation, according to the WIPO Mediation Rules unless otherwise agreed upon by the Project Coordination Committee. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint session.

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, said dispute will be finally settled by arbitration, according to the rules of the International Chamber of Commerce.



Section 12: Signatures

AS WITNESS:

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

YouPers AG

Signature(s)

Name(s) Urs Baumeler
Title(s)

Date

XIM Ltd.

Signature(s)

Name(s) Laurence Pierce
Title(s)

Date



AS WITNESS:

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

YouPers AG

Signature(s)
Name(s) Urs Baumeler
Title(s)

Date

**Lucerne University of Applied Sciences and Arts – Engineering & Architecture
CEESAR-iHomeLab**

Signature(s)

Name(s)	Alexander Klapproth	Andrea Weber Marin
Title(s)	Prof.	Prof. Dr.

Date



AS WITNESS:

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

YouPers AG

Signature(s)

Name(s) Urs Baumeler
Title(s)

Date

u-centric

Signature(s)

Name(s) Annita Beysen
Title(s)

Date



AS WITNESS:

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

YouPers AG

Signature(s)

Name(s) Urs Baumeler
Title(s)

Date

romus AG

Signature(s)

Name(s) Stefan Müller
Title(s)

Date



AS WITNESS:

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

YouPers AG

Signature(s)

Name(s) Urs Baumeler
Title(s)

Date

CURAVIVA Verband Heime und Institutionen Schweiz

Signature(s)

Name(s) Dr. Markus Leser
Title(s) Head of Department for the ageing

Date

Attachment 1: Background included

Access Rights to Background made available to the Parties:

YP has the following Background necessary for carrying out the Project, and agree that the Access Rights on this Background shall be granted on a royalty-free basis:

User-, Account- and Service Management:

Online software services to manage accounts and users on the YouPers Digital Health platform, including functionality to:

- Create, read, update and delete user and company accounts
- Verify user credentials to securely identify users logging in over multiple channels
- Securely store personal information and status providing a high level data safety
- To verify services and options purchased by the user or organization.

Assessment Management:

Online software service to manage health assessments, including functionality:

- to create, read, update and delete health assessments and related questions
- to store results of assessments user have filled out on different devices
- to analyze results and produce suggestions based on the analyzed assessment results
- to protect the privacy of for all user related data
- to produce statistics over assessment results aggregated on a company, organisational unit, campaign, country, and other entities.

Activity Management:

Online software service to manage health related activities, including functionality:

- to create, read, update and delete health activities and related information
- to intelligently suggest activities that make sense for the current user based on his current situation (location, health status, assessment results, ...)
- to allow users to select and plan a – potentially recurring – activity and include the plan in the user's office calendar.
- to track the execution of these activities and notify the user about upcoming activities over different channels
- to allow users to publish activities and thereby invite other users to join the activity – thereby forming peer groups that collectively execute activities
- to allow users to join other activities
- to provide statistics of planned, executed, missed activities aggregated over different scopes and ranges.x

Campaign Management:

Online software services to manage health campaigns and sponsoring of health campaigns by interdedted companys, including functionality:

- to create, read, update and delete health campaigns
- to verify payment of campaigns and overview related constraints like maximal number of participants, locations, ...
- to provide campaign specific reports and statistics over participation and aggregated health information on different organizational levels

Social api:

Online software services to manage the social aspects of digital health services, including functionality:

- to allow users commenting on different entities of the digital health solution
- to allow users to share specific content using social media, e.g invitations to public activities
- to provide a constantly updated social feed of information that can be presented to the user and allows the user to interact with.

XIM has the following Background necessary for carrying out the Project, and agree that the Access Rights on this Background shall be granted on a royalty-free basis:
none.

HSLU has the following Background necessary for carrying out the Project, and agree that the Access Rights on this Background shall be granted on a royalty-free basis:

USE has the following Background necessary for carrying out the Project, and agree that the Access Rights on this Background shall be granted on a royalty-free basis:

ROM has the following Background necessary for carrying out the Project, and agree that the Access Rights on this Background shall be granted on a royalty-free basis:

CUR has the following Background necessary for carrying out the Project, and agrees that the Access Rights on this Background shall be granted on a royalty-free basis:

CURAVIVA has experience in working together with enduser-organisation and has already recruited a care-home which will participate.

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

Attachment 2: Background excluded

Background excluded from Access Rights:

YP:

YouPers AG excludes all background not owned by YouPers AG or generated by any other research & development team beside this project.

XIM:

XIM LIMITED excludes all Background which is not owned by XIM LIMITED, or which is subject to non-disclosure agreements with other third parties, or which has been or will be developed by personnel of XIM LIMITED involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.

HSLU:

Lucerne University of Applied Sciences and Arts – E&A, CEESAR-iHomeLab, background excluded from Access Rights: Any Background which has been developed by any personnel, scientists or students other than the members of the competence centre CEESAR-iHomeLab; Any Background which is subject to non-disclosure agreements with other third parties; Any Background developed by members of the competence centre CEESAR-iHomeLab, involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.

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

USE: excludes all background not owned by USE or generated by any other research & development team beside this project.

ROM:

CUR:

none

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

Attachment 3: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)



Attachment 4: List of Third Parties

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

YP:
none

XIM:
none

HSLU:
none

USE:

ROM:

CUR:
none

Attachment 5: Initial list of members and other contact persons

Member of the HEALTHY@WORK Project Coordination Committee:

YP:

Mr. Urs Baumeler
Tel. +41 79 479 72 56
E-Mail: urs.baumeler@youpers.com
YouPers AG, Alpenstrasse 11, CH-6300 Zug, Switzerland

Mr. Reto Blunshi
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XIM:

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XIM Ltd., Chase Side 42, EN2 6NF Enfield, United Kingdom

HSLU:

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Lucerne University of Applied Sciences and Arts – E&A CEESAR – iHomeLab
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Mr Clemens Nieke
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ROM:

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romus AG, Alpenstrasse 11, CH-6300 Zug, Switzerland

CUR:

Mrs. Eveline Hirsbrunner
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E-Mail: e.hirsbrunner@curaviva.ch
CURAVIVA Verband Heime und Institutionen Schweiz, Zieglerstrasse 53, CH-3014 Bern, Switzerland