

EPOS-GNSS CONSORTIUM AGREEMENT

BETWEEN

1. **Bundesamt für Kartographie und Geodäsie**, located at Richard-Strauss-Allee 11, 60598 Frankfurt am Main, Germany, represented by its President, Prof. Dr. rer. nat. Paul BECKER,

hereinafter referred to as "BKG";

2. **Centre National de la Recherche Scientifique**, a public research entity having a scientific and technological nature, located at 3, rue Michel-Ange 75764 Paris Cedex 16, France represented by its Chairman and CEO, Mr Antoine PETIT, who has delegated his signing authority for this Consortium agreement to the Regional Representative of the Paris Regional Michel Ange Division, Ms Hélène MAURY,

hereinafter referred to as "CNRS";

3. **Observatoire de la Côte d'Azur**, a public research entity having an administrative nature, located at Boulevard de l'Observatoire CS 34229 06304 Nice Cedex 4, Nice, France, represented by its Director, Mr. Thierry LANZ, hereafter referred to as the "OCA",

CNRS and OCA acting on their own behalf as well as in the capacity of the supporting authority of:

- GALILEE LABORATORY, UMS2202 (Joint Service Unit), directed by Mr. Thierry LANZ, hereinafter referred to as the " GALILEE LABORATORY "
- CNRS and OCA authorized by Université de Nice Sophia Antipolis and Institut pour la Recherche et le Développement (IRD) acting on behalf of Géoazur LABORATORY, UMR7329, (Joint Research Unit), directed by Mr Marc SOSSON, hereinafter referred to as the " Géoazur LABORATORY"

4. **Université Grenoble Alpes**, a public research entity having a scientific, cultural and professional nature, located at CS 40700, 38058 GRENOBLE Cedex 9, France, represented by its President Patrick LEVY, hereafter referred to as "UGA",

CNRS and UGA authorized by Université Savoie Mont-Blanc, Institut pour la Recherche et le Développement (IRD) and Institut Français des Sciences et Technologies des Transports de l'Aménagement et des Réseaux (IFFSTTAR), acting on behalf of ISTERRE LABORATORY -UMR5275 (Joint Research Unit), directed by Mr Stéphane GUILLOT, hereafter referred to as the "ISTERRE LABORATORY",

CNRS and UGA authorized by Institut Polytechnique de Grenoble (Grenoble INP), Institut Français des Sciences et Technologies des Transports, de l'Aménagement et des Réseaux (IFFSTTAR), Université Savoie Mont-Blanc, Institut pour la Recherche et le Développement (IRD), METEO FRANCE, Institut National de Recherche en Sciences et Technologies pour l'Environnement et l'Agriculture (IRSTEA), acting on behalf of OSUG- UMS832 (Joint Service Unit), directed by Mr Michel DIETRICH, hereafter referred to as the "OSUG LABORATORY", it being understood that the the CNRS acting in the name and on behalf of the six others supervisory authorities of the OSUG LABORATORY mentioned below:

Pursuant to the decision of January 25th, 2018, giving power of signatory to a Regional Delegate for the coordination of partnership agreements for a unit within his or her district, together with other units under other CNRS districts, the Paris Michel Ange Regional Delegation shall sign this agreement on behalf of the Alpes and Côte-D'Azur Regional Delegations.

5. **Lechner Non-profit Ltd.**, located at H-1111 Budapest, Budafoki ut 59, Hungary, represented by its CEO, Balázs KERÉKES,
herinafter referred to as “LTK”;
6. **Istituto Nazionale di Geofisica e Vulcanologia**, Via di Vigna Murata 605, 00143 Roma, Italy, represented by Prof. Carlo DOGLIONI,
herinafter referred to as “INGV”;
7. **Lantmäteriet** , Lantmäterigatan 2C, SE-801 82, Gävle, Sweden, represented by its head of Geodata division, Anders SANDIN,
herinafter referred to as “LM”;
8. **Royal Observatory of Belgium**, av. Circulaire 3, B-1180, Belgium, represented by its General Director, Dr. Ronald VAN DER LINDEN,
herinafter referred to as “ROB”;
9. **Universidade da Beira Interior**, R. Marquês de Ávila e Bolama, 6201-001 Covilhã, Portugal, represented by its Vice-Rector for the Projects and Research Areas, Prof. José Carlos PÁSCOA MARQUES,
herinafter referred to as “UBI”;
10. **Warsaw University of Technology**, Faculty of Geodesy and Cartography, located at Pl. Politechniki 1, 00-661 Warsaw, Poland, represented by its Vice-Rector for Research, Prof. Rajmund BACEWICZ,
herinafter referred to as “WUT”;

hereinafter, jointly or individually, referred to as “Parties” or “Party”.

WHEREAS:

The Parties wish to define their rights and obligations as part of the Thematic Core Services (TCS) EPOS-GNSS which is providing data and services to the EPOS Research Infrastructure,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 SECTION: DEFINITIONS

1.1 DEFINITIONS

Words beginning with a capital letter shall have the specific meaning defined in this Consortium Agreement.

1.2 ADDITIONAL DEFINITIONS

“Consortium Body“:

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Data, Data Products, Software and Services (DDSS)“: means measurements and/or observations of physical and chemical parameters, collections thereof, and information derived from such measurements and/or observations

“Data Supplier“: the Data Supplier is the legal contact of the GNSS tracking station w.r.t EPOS. It has the legal rights to distribute the GNSS Data of the tracking station to a third party. The Data Supplier signs the Data EPOS Supplier letter.

“Data Node“: Virtualisation layer on top of one (or more) Data Centre(s). Using the GLASS software, (developed in the framework of the Grant Agreement EPOS-IP) the Data Node makes the GNSS station data at Data Centres (or Data repositories) discoverable at the EPOS GNSS data gateway.

“Data Centre“: localisation of the GNSS station observation/navigation data

“Force majeure“: means any situation or event that:

- prevents either party from fulfilling their obligations under the Consortium Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the situation or event), and
- proves to be inevitable in spite of exercising all due diligence.

“Results“: means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

“Work programme“: Work programme means the description of the actions of the TCS EPOS-GNSS Consortium defined in Attachment 1. The Work programme will be updated annually by the Consortium Board.

“Software“:

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

“Core Software“: software belonging to a Party prior to the entry into force of the Consortium Agreement.

“Derived Software“: software developed from Core Software under the Consortium Agreement.

There are two categories of Derived Software: Adaptations and Extensions:

- Adaptation: Derived Software using the same algorithms as the Core Software from which it is derived and/or rewritten in another language.

- Extension: Derived Software allowing for access to new functions or performance by comparison to the Core Software from which it is derived.

“Shared Software”: software created ex nihilo under the Consortium Agreement

“EUREF”: is the IAG Reference Frame Sub-Commission for Europe, founded in 1987

“IAG”: International Association of Geodesy, a scientific organization in the field of geodesy which promotes scientific cooperation and research in geodesy on a global scale and contributes to it through its various research bodies.

2 SECTION: PURPOSE

The purpose of this Consortium Agreement is to specify organisational, managerial and financial guidelines to be followed by the TCS EPOS-GNSS Consortium.

The mission of TCS EPOS-GNSS is to provide, through the European Plate Observing System (EPOS), access to GNSS data, meta-data, and products in support of the Solid Earth Sciences. To achieve this goal, EPOS-GNSS:

- facilitates access to relevant GNSS data, meta-data, and data products,
- coordinates the archiving of relevant GNSS data, metadata and data products,
- promotes best practice for GNSS station operation, data quality control and data management,
- maintains and distributes open source software for GNSS data, metadata and product discoverability,
- maintains and develops GNSS data products.

These efforts are done in close partnership with EUREF, the IAG sub-commission for the European Reference Frame.

3 SECTION: ACCESSION OF A NEW PARTY, WITHDRAWAL OR REMOVAL OF A PARTY

3.1 ACCESSION OF NEW ENTITIES

Entities offering pan-European Services, wishing to join the EPOS-GNSS Consortium, have to first complete a document in which they describe the proposed services and activities. This information will be used by the Consortium Board to decide by a unanimous decision if the proposed services are relevant and if the entity will become a new Party of the EPOS-GNSS Consortium.

Such accession shall have effect from the date agreed between the new Party and the Consortium Board as identified in the accession document. The activities and resources of the new Party will be described in the accession document.

3.2 WITHDRAWAL OR REMOVAL OF A PARTY

Any Party may withdraw from the Consortium upon request, provided that three (3) months' prior notice is given to the Consortium Board). The withdrawing Party undertakes to complete its

commitment taken up in the current Work programme. The Terms of withdrawal shall be fixed by a specific agreement under provisions set out in the section 7.3.3.

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement, the Consortium Board 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 Consortium Board 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. The Terms of removal shall be fixed by a specific agreement under provisions set out in the section 7.3.3.

4 SECTION: ENTRY INTO FORCE, DURATION AND TERMINATION

4.1 ENTRY INTO FORCE

This Consortium Agreement shall come into force on the last date of signature by the Parties, hereinafter referred to as the “Effective Date”.

4.2 DURATION AND TERMINATION

This Consortium Agreement shall continue in full force and effect for a period of ten (10) years after the Effective Date.

This Consortium Agreement may be extended or terminated before the expiration date by the Consortium Board by unanimous decision. Any and all extension of this Consortium Agreement shall be subject to the drafting of an amendment to be signed by the Parties.

4.3 SURVIVAL OF RIGHTS AND OBLIGATIONS

The provisions relating to intellectual property rights, as well as for liability, applicable law and settlement of disputes shall survive for their own terms, notwithstanding the expiration or termination of this Consortium Agreement.

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 Consortium Board and the leaving Party.

5 SECTION: RESPONSIBILITIES OF PARTIES

5.1 GENERAL PRINCIPLES

Each Party makes its best efforts to efficiently execute its tasks as described in the Work programme and to perform and fulfil, promptly and on time, all of its obligations.

Each Party will notify promptly the Consortium Board, of any significant information affecting or closely related to the TCS GNSS activities.

Each Party shall promptly provide all reasonably required information having bearings on other EPOS Research Infrastructure activities.

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

6 SECTION: LIABILITY TOWARDS EACH OTHER

6.1 NO WARRANTIES

In respect of any information or materials (incl. Results and Background) supplied by one Party to another in the context of this Consortium, 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 exercising its access rights.

6.2 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.

6.3 DAMAGE CAUSED TO THIRD PARTIES

A 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 Results or Background.

6.4 FORCE MAJEURE

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement 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.

7 SECTION: GOVERNANCE STRUCTURE

7.1 GENERAL STRUCTURE

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

- 1) Consortium Board as the ultimate decision-making body of the consortium,
- 2) Executive Board as the supervisory body for the execution of the Work programme and it shall report to and be accountable to the Consortium Board.

7.2 GENERAL OPERATIONAL PROCEDURES FOR ALL CONSORTIUM BODIES

7.2.1 Representation in meetings

Any Party, which is a member of a Consortium Body:

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

7.2.2 Preparation and organisation of meetings

7.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Consortium Board	At least twice a year	At any time upon written request of the Executive Board or any member of the Consortium Board
Executive Board	At least quarterly	At any time upon written request of any member of the Executive Board

7.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Consortium Board	30 calendar days	15 calendar days
Executive Board	30 calendar days	15 calendar days

7.2.2.3 Sending the agenda

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

Consortium Board	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	21 calendar days, 10 calendar days for an extraordinary meeting

7.2.2.4 Adding agenda items

Any agenda item requiring a decision by the members of a Consortium Body must be identified as such on the agenda.

Any member of a Consortium Body may add an item to the original agenda by written notification to all of the other members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Consortium Board	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	14 calendar days, 7 calendar days for an extraordinary meeting

During a meeting, the members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

7.2.2.5 Meetings

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

7.2.2.6 Decisions

Decisions taken at Consortium Board meetings will only be binding once the relevant part of the Minutes has been accepted according to Section 7.2.4.

Any decision may also be taken without a meeting if the Chairperson circulates to all members of the Consortium Board a written document, which is then agreed by the defined majority of all members of the Consortium Board. These decisions shall be considered as accepted if, within 30 calendar days, no member has sent an objection in writing to the Chairperson. The decisions will be binding after the chairperson sends to all members of the Consortium Body a written notification of this acceptance.

7.2.3 Veto rights

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body, may exercise a veto with respect to the corresponding decision or relevant part of the decision. When the decision is foreseen on the original agenda, a member may veto such a decision during the meeting only.

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 thirty (30) calendar days after the draft minutes of the meeting are sent. A Party that is not a member of the Executive Board may veto a decision of the Executive Board within thirty (30) calendar days after the draft minutes of the meeting are sent.

When a decision has been taken without a meeting a member may veto such decision within 30 calendar days after written notification by the chairperson of the outcome of the vote.

In case of exercise of veto, the members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

A Party requesting to leave the Consortium or subject to an exclusion procedure may not veto decisions relating thereto.

7.2.4 Minutes of meetings

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all members within ten (10) calendar days of the meeting.

The minutes shall be considered as accepted if, within thirty (30) calendar days from sending, no member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The chairperson shall send the accepted minutes to all the members of the Consortium Body and shall safeguard them. If requested the chairperson shall provide authenticated duplicates to Parties.

7.3 SPECIFIC OPERATIONAL PROCEDURES FOR THE CONSORTIUM BOARD

In addition to the rules described in Section 7.2, the following rules apply:

7.3.1 Members

The Consortium Board shall consist of the representatives appointed by each Party who will be in charge of the provision of pan-European data, data products, software, services or coordination activities. A Party can therefore have several representatives in the Consortium Board, but only one of all the representatives of each Party shall be entitled to vote. Each delegation may consist of up to 3 persons.

In the course of their common activities, OCA and CNRS only have one vote at the Consortium Board.

In Attachment 2, each Party will indicate the name of its representative who will be authorised to deliberate, negotiate and decide on all matters listed in Section 7.3.3. of this Consortium Agreement. Every change to this list will be communicated to the chairperson of the Consortium Board. The chairperson of the Consortium Board will keep the list up to date and will communicate every change to all Parties.

In addition, the Consortium Board will include two (2) representatives from the User Feedback Group and two (2) from the Data Providers Committee (see 7.5). They are non-voting members.

The Consortium Board will choose a chairperson with a term of four (4) years amongst its voting members.

The chairperson shall chair all meetings of the Consortium Board, unless decided otherwise in a meeting of the Consortium Board.

7.3.2 Voting rules and quorum

The Consortium Board shall not deliberate and decide validly unless two-thirds (2/3) of its members who are entitled to vote are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Board shall convene another ordinary meeting within 30 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of members is present or represented.

Unless otherwise agreed, decisions shall be taken by a two-thirds (2/3) majority of members entitled to vote that are present.

For unanimous decisions, all members who are entitled to vote must be present or represented.

7.3.3 Tasks

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

The following activities shall be undertaken by the Consortium Board:

- Supervision of the proper execution of the Work Programme
- Provide an overall leadership for the strategic direction to the consortium
- Handling disputes or conflicts
- Interaction/Coordination with EPOS- ERIC
- Appointment of the members and Chairperson of the Executive Board, and if necessary termination of their mandate before the end of the period of four (4) years,
- Appointment of Chairperson of the Consortium Board,
- Identification and adaptation, when necessary, of mechanisms for quality check of service provision and compliance check of service provision,
- Appointment and steering of the two (2) External Expert Advisory Committees (EEAC),
- Distribution of common funds allocated by any third party, subject to set up of the related agreements.
- To declare a Party to be a defaulting Party and to decide on the consequences thereof which may include termination of its participation,

- Approval of the tasks listed in the Agreements that each Party will sign with EPOS-ERIC before the Agreement is signed,
- Approving any modification to the Work Programme (Attachment 1 of this agreement) and the EPOS data policy (Attachment 3).

The following decisions shall be taken by the Consortium Board by unanimous vote:

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party,
- Removal of a Party to the consortium and approval of the agreement on the conditions of the removal of this Party. The Party subject to this procedure is not entitled to take part to this vote.
- Approval of the agreement on the conditions of the withdrawal of a Party. The withdrawing Party is not entitled to take part to this vote.
- Extension or termination before the expiration date of the Consortium.

7.4 SPECIFIC OPERATIONAL PROCEDURES FOR THE EXECUTIVE BOARD

In addition to the rules in Section 7.2, the following rules shall apply:

7.4.1 Members

The Executive Board shall consist of the chairperson of the Consortium Board plus minimally three (3) members appointed by the Consortium Board amongst its members and this for a period of four (4) years. Those members shall belong to at least three (3) different Parties. One of the members of the Executive Board should also be a member of the Party, which signs the agreement for the GNSS-TCS Office and Outreach with the EPOS-ERIC. The Chairperson of the Executive Board shall not be the same as the Chairperson of the Consortium Board.

7.4.2 Voting rules and quorum

The Executive Board shall not deliberate and decide validly unless all of its members who are entitled to vote are present or represented (quorum). If the quorum is not reached, the chairperson shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

Each Member of the Executive Board present or represented in the meeting shall have one (1) vote. Unless otherwise agreed, decisions shall be taken by a two-third (2/3) majority.

7.4.3 Tasks

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the Consortium Board. This includes the day-to-day coordination of TCS activities, the implementation of the mechanisms for quality check of service provision, and the compliance check with the EPOS data policy (Attachment 3).

The Executive Board shall also monitor the effective and efficient implementation of the Work programme, provide progress reports to the Consortium Board and propose modifications of the Work programme to the Consortium Board.

The Executive Board shall seek a consensus among the Parties.

7.5 EXTERNAL EXPERT ADVISORY COMMITTEES (EEAC)

Two (2) External Expert Advisory Committees (EEAC's) will be set up:

- The User Feedback Group :
The User Feedback Group shall be composed of main representatives of the user community. Its's members shall be appointed by the Consortium Board.
- The Data Provider Committee :
Data Provider Committee shall be composed of one representative of each of the Data Suppliers listed in Attachment 4.

Every EEAC shall elect amongst its members, using a majority vote, two representatives to the Consortium Board. They will represent the interests of the EEAC as non-voting members of the Consortium Board. These representatives have four (4)-year terms, which are renewable once.

Each EEAC follows the progress of the Work Programme, advises the Consortium Board and provides recommendations to the chairperson of the Consortium Board.

The Consortium Board shall appoint amongst its members a person responsible for convening the EEAC's at least once a year, attending the EEAC meetings, and writing and safeguarding the minutes of the EEAC meetings and preparing the implementation of the EEAC's suggestions.

This person will also ensure that any representative of an EEAC sitting at the Consortium Board Meetings, and who is not a Party's employee will sign a non-disclosure agreement covering the content of the Consortium Board meeting. Its terms shall not be less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after his nomination or before any confidential information will be exchanged, whichever date is earlier.

8 SECTION: FINANCIAL PROVISIONS

Each Party will assume on its own resources its participation in General Activities and provided Services as described in the Work Programme.

9 SECTION: DATA, INTELLECTUAL PROPERTY RIGHTS, RESULTS

9.1 GENERAL PRINCIPLES

The general principles and process of handling data and intellectual property rights within the activities of the EPOS Research Infrastructure are laid down in the EPOS data policy (Attachment 3). This data policy will also apply on all activities of this Consortium.

9.2 OWNERSHIP OF RESULTS

9.2.1 Management of Results

Results obtained in the framework of this agreement shall belong to the Party or Parties generating them.

In case of Results generated by several Parties, hereafter referred as "Joint Owners", the co-ownership rate and intellectual property costs will be equally shared between the said Parties.

In case of Results, the Parties shall designate between them an intellectual property manager (hereafter "IP Manager") during a meeting of the Consortium Board. The IP Manager will manage and monitor the protection of the Results. In the event that, at least two French public Parties are included among the Joint Owners, such French public Parties shall designate between them a representative, hereafter « Representative », in accordance with the "Décret n°2014-1518 of 16 décembre 2014 relatif au mode de désignation et aux missions du mandataire prévu à l'article L. 533-1 du code de la

recherche and Arrêté du 19 juillet 2016 relatif aux modalités de prise en charge des frais engagés par le mandataire unique prévu à l'article L. 533-1 du code de la recherche”.

The Parties undertake to sign in good faith any legal instrument enabling them to exercise proprietary rights over the Results in accordance with this agreement prior any exploitation. It is agreed that the PARTIES shall proceed in the interest of the inventors, in accordance with the legislation.

9.2.2 Software

In addition to the provisions set out in Sections 9.1 and 9.2.1, the Core Software shall remain the property of the Party which holds it prior to the signing of the Consortium Agreement.

Adaptations carried out, regardless of the author, in the framework of the Consortium Agreement, shall be the property of the Party owning the Core Software. Accordingly, where the Party having carried out Adaptations is not the owner of the Core Software, it undertakes to assign the right of use of such Adaptations, free of charge, to the Party owning the Core Software, including the right to reproduce, represent, translate, adapt, arrange, alter and market the Adaptation.

Each Party shall be the owner of the Extension produced by it within the framework of the Consortium Agreement, regardless of which Party is the owner of the Core Software from which such Extensions are derived.

Extensions produced jointly by the Parties, regardless of which party is the initial owner of the Core Software from which such extensions are derived, shall be the joint property of the Parties.

The Shared Software shall be the jointly owned property of the Parties.

9.2.3 Use of Results

Prior to any industrial and commercial use of the jointly owned Results by a Joint Owner or third party, the Joint Owners shall specify the terms and conditions to exploit the jointly owned Results or to grant (exclusive or non-exclusive) licenses to third parties in a joint ownership agreement or an exploitation agreement to third party.

As of now, the Parties agree that any direct and/or indirect use of the jointly owned Results by a Joint Owner or third Party shall be subject to fair and reasonable financial compensation being paid to the other Joint Owners according to terms and conditions set forth subsequently in the abovementioned joint ownership and or exploitation agreements.

9.3 DISSEMINATION

For the avoidance of doubt, nothing in this Section 9.3 has impact on the confidentiality obligations set out in Section 10.

9.3.1 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

9.3.2 Cooperation obligations

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

9.3.3 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.

10 SECTION: NON-DISCLOSURE OF INFORMATION

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to another Party (the “Recipient”), in connection with the Work Programme and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake for a period of four (4) years after the Disclosing:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed,
- not to disclose Confidential Information 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,
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved and shall ensure that they remain so obliged, as far as legally possible, during the Consortium and/or after the termination of the contractual relationship with the employee or third party.

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 has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the 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 Section 10 last paragraph hereunder.

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

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.

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

11 SECTION: MISCELLANEOUS

11.1 ATTACHMENTS, INCONSISTENCIES AND SEVERABILITY

This Consortium Agreement consists of this core text and:

- Attachment 1: Work programme (with description of the general activities and activities of each Party)
- Attachment 2: Representative of each party who will be authorised to deliberate, negotiate and decide on all matters listed in Section 7.3.3
- Attachment 3: EPOS data policy
- Attachment 4: Data Suppliers and Data Nodes

In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail. Any and all modifications to the Articles of this Consortium Agreement shall be subject to the drafting of an amendment to be signed by the Parties. Modifications to Attachments 2 and 4 are automatically accepted and updated at least on a yearly basis by the Executive Board. Modifications to Attachments 1 and 3 should be approved by the Consortium Board.

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 that fulfils the purpose of the original provision.

11.2 NO REPRESENTATION, PARTNERSHIP OR AGENCY

Except as otherwise provided in Section 7, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium Agreement. 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 chairperson of the Consortium Board.

11.3.1 Formal notices

If it is required in this Consortium Agreement 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.

11.3.2 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.

11.3.3 Change of persons or contact details

Any change of persons or contact details shall be notified immediately by the respective Party to the chairperson of the Consortium Board. The address list shall be accessible to all Parties.

11.4 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.

11.5 LANGUAGE

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

11.6 APPLICABLE LAW

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

11.7 SETTLEMENT OF DISPUTES

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

List of Attachments

Attachment 1: Work Programme including TCS General Activities and Services provided by each Party

Attachment 2: Representative of each Party at the Consortium Board authorised to deliberate, negotiate and decide on all matters listed in Section 7.3.3

Attachment 3: EPOS Data Policy

Attachment 4: Data Suppliers and Data Nodes

Parties and their Representatives:

The Parties undertake that this Consortium Agreement be duly signed by the undersigned authorised representatives in separate signature pages.

SIGNATURES:

Bundesamt für Kartographie und Geodäsie

Richard-Strauss-Allee 11, 60598 Frankfurt am Main, Germany

Signed the _____ at _____
(date) (place)

By _____, _____
(name) (position in organization)

(signature)

SIGNATURES:

Centre National de la Recherche Scientifique

3 rue Michel-Ange 75764 Paris Cedex 16, France

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Observatoire de la Côte d’Azur

Boulevard de l’Observatoire CS 34229 06304 Nice Cedex 4, Nice, France

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Université Grenoble Alpes

CS 40700, 38058 GRENOBLE Cedex 9, France

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Lechner Non-profit Ltd.

located at H-1111 Budapest, Budafoki ut 59, Hungary

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Istituto Nazionale di Geofisica e Vulcanologia

Via di Vigna Murata 605, 00143 Roma, Italy

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Lantmäteriet

Lantmäterigatan 2C, SE-801 82, Gävle, Sweden

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Royal Observatory of Belgium

av. Circulaire 3, B-1180, Belgium

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Universidade da Beira Interior

R. Marquês de Ávila e Bolama, 6201-001 Covilhã, Portugal

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

SIGNATURES:

Warsaw University of Technology

Pl. Politechniki 1, 00-661 Warsaw, Poland

Signed the _____ at _____
(date) *(place)*

By _____, _____
(name) *(position in organization)*

(signature)

ATTACHMENT 1: WORK PROGRAMME INCLUDING TCS GENERAL ACTIVITIES AND SERVICES PROVIDED BY EACH PARTY

<Once all parties have agreed upon the content of the CA, this section will contain the general TCS activities and, for each party, a description of the activities they will commit to EPOS-GNSS. The content of this Attachment can be reviewed on an annual basis.>

TCS General Activities

The **mission** of the GNSS Thematic Core Service (TCS) is to provide, through the European Plate Observing System (EPOS), access to GNSS data, meta-data, products, and software in support of the Solid Earth Sciences. To achieve this goal, EPOS-GNSS:

- facilitates access to relevant and validated GNSS data, meta-data, and data products,
- coordinates the archiving of relevant GNSS data, metadata and data products,
- promotes best practice for GNSS station operation, data quality control and data management,
- maintains and distributes open source software for GNSS data, metadata and product discoverability,
- maintains and develops GNSS data products
- Services provided by Parties:

The table below gives the overview of the different TCS Services and the Parties committed to perform these tasks

Pillar	Description of Services	Service Provider(s)
Governance	TCS Secretariat, Consortium board activities, and Outreach	UBI
	Harmonisation with federated GNSS data providers	ROB
Data provision	Management of data infrastructure services	OCA, CNRS
	Data Gateway	OCA, CNRS
	Data site log submission	ROB
	Data monitoring	ROB
Product provision	Management of product services	UGA, CNRS
	Products gateway	UBI
	Position products	INGV, UGA, CNRS
	Velocity products	INGV, UGA, CNRS, LTK
	Strain rate products	LM
Software	Products monitoring	UBI
	Management of software services	UBI
EUREF	Software	OCA, CNRS, UBI, INGV
	EUREF perm. netw. central bureau	ROB
	EUREF data repositories	BKG, ROB
	EUREF reference frame products	ROB, WUT, LTK

ATTACHMENT 2: REPRESENTATIVE OF EACH PARTY AT THE CONSORTIUM BOARD AUTHORISED TO DELIBERATE, NEGOTIATE AND DECIDE ON ALL MATTERS LISTED IN SECTION 7.3.3

<Up to date version of this list will be maintained by the Chairperson of the Consortium Board>

1. *Bundesamt für Kartographie und Geodäsie, Germany: Wolfgang Söhne*
2. *Université Grenoble Alpes, France : Anne Socquet*
3. *Observatoire de la Côte d'Azur, France : Mathilde Vergnolle*
4. *Centre National de la Recherche Scientifique, France : Mathilde Vergnolle*
5. *Lechner Non-profit Ltd., Hungary: Ambrus Kenyeres*
6. *Istituto Nazionale di Geofisica e Vulcanologia, Italy: Antonio Avallone*
7. *Lantmäteriet, Sweden: Martin Lidberg*
8. *Royal Observatory of Belgium, Belgium: Carine Bruyninx*
9. *University Beira Interior, Portugal: Rui Fernandes*
10. *Warsaw University of Technology, Poland: Tomasz Liwosz*

ATTACHMENT 3: EPOS DATA POLICY

Available from https://gnss-metadata.eu/Guidelines/EPOS-Data_Policy.pdf

ATTACHMENT 4: DATA SUPPLIERS AND DATA NODES

<Up to date version of this list will be maintained by the Executive Board and will be available on-line (from <https://gnss-metadata.eu/>) as soon as a new Data Supplier and Data Node will be added>

The content of this Attachment will be updated on an annual basis.

<All Data Suppliers and Data Nodes that have signed resp. the EPOS-GNSS Supplier Letter or EPOS-GNSS Data Node Letter are listed here>.