

Top-Level Research Initiative - Nordic Societal Security Programme

**Consortium Agreement**  
relating to

**NORDRESS**

Nordic Centre of Excellence on Resilience and Societal Security



Consortium Agreement based on DESCAs model provided by EC and NCoE NORD-STAR agreement provided by NORD-STAR with the recommendations of NordForsk

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

The implementation of the Nordic Centre of Excellence (NCoE) Programme within the TFI sub-Programme Nordic Societal Security and the funding of the "Project Nordic Centre of Excellence on Societal Resilience (NCoE NORDRESS)", hereinafter referred to as the TFI-GA including Attachments 1-3: The Project Description (Attachment 1), Revised budget (Attachment 2), Revised Project Governance (Attachment 3) and NordForsk Standard Terms and Conditions of Contract (hereinafter referred to as the STC), and is made on January 1st 2015, hereinafter referred to as "Effective Date"

BETWEEN:

<b>Party Nr.</b>	<b>Name</b>
1. CCP	Center for Crisis Psychology, Bergen
2. CBS	Copenhagen Business School
3. NCIP	Department of Civil Protection and Emergency Management, National Commissioner of the Icelandic Police
4. FMI	Finnish Meteorological Institute
5. GEUS	Geological Survey of Denmark and Greenland
6. IMO	Icelandic Meteorological Office
7. MAH	Malmö University
8. NGI	Norwegian Geotechnical Institute
9. NTNU	Norwegian University of Science and Technology
10. SAReye	SAReye First Responders Support System, Reykjavik
11. SGI	Swedish Geotechnical Institute
12. UEF	University of Eastern Finland
13. UI	University of Iceland
14. SDU	University of Southern Denmark
15. NOVA	Oslo and Akershus University College of Applied Sciences

hereinafter jointly referred to as "Parties" or individually as "Party" relating to the Project entitled: Nordic Centre of Excellence on Resilience and Societal Security in short: NORDRESS hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to Nordforsk, Stensberggata 25, 0170 Oslo (hereafter called NordForsk) on behalf of the Top-Level Research initiative Nordic Societal Security Programme (hereafter called TFI).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of TFI-GA (including Attachments 1-3).

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 TFI-GA or in the STC without the need to replicate said terms herein.

### 1.2 Additional Definitions

"Access Rights"

Access Rights means rights to use results or background.

"Background"

Background means any data, know-how and/or information whatever their form or nature, tangible or intangible, including any rights such as intellectual property rights which are (i) held by Parties prior to their accession to the Project and (ii) Needed for carrying out the Project or for exploiting the results of the Project.

"Consortium"

Consortium means the collaborative research grouping in relation to the Project that is constituted by this Consortium Agreement.

"Consortium Agreement"

Consortium Agreement (CA) means this agreement with Annexes.

"Consortium Plan"

Consortium Plan means the Project Description (see Attachment 1 to the TFI-GA), and its annually updated Action/Progress Plan (see Attachment 1 to TFI-GA) as defined in the TFI- GA, and the related agreed Consortium Budget, as updated and approved by the NORDRESS Council.

"Consortium Body"

Consortium Body means the consortium bodies specified in Section 6.

"Consortium Budget"

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex 2 of this Consortium Agreement and includes the annually updated Consortium Plans thereafter.

"Defaulting Party"

Defaulting Party means a Party, which the NORDRESS Council has identified to be in breach of this Consortium Agreement as specified in Article 4.2 of this Consortium Agreement.

"Force Majeure"

Force Majeure means any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under TFI-GA or this Consortium Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence.

"Results"

Any tangible or intangible output of the Project, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Project as well as any attached rights, including intellectual property rights.

"Intellectual Property Rights"

Intellectual Property Rights means the legal rights granted with the aim to protect the creations of the intellect. These rights include Industrial Property Rights (e.g. patents, industrial designs and trademarks) and Copyright (right of the author or creator) and Related Rights (rights of the performers, producers and broadcasting organisations).

"Needed"

Needed means:

a) For the implementation of the Project:

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.

b) For exploitation of own Results:

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

"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.

"Use"

Use means the direct or indirect utilisation of Results 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.

## 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.

An entity becomes a Party to the Consortium Agreement upon signature of the accession document in Annex 3 to this Consortium Agreement by the new Party and the Project Manager, subject to the decision of the NORDRESS Council to approve the said new Party. Such accession shall have effect from the date identified in the accession document.

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If NordForsk TFI does not award the TFI-GA or terminates the TFI-GA or the Project Manager's participation in the TFI-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Article 3.3 of this Consortium Agreement.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, Liability, Applicable law and Settlement of disputes, Section 8 and Articles 11.1-11.6 shall survive 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 other Parties 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 this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Norwegian 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 relating to the Project reasonably required by the NORDRESS Council or by the Project Manager to carry out their tasks.

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

### 4.2 Breach

In the event that the NORDRESS Council identifies a breach by a Party of its obligations under this Consortium Agreement or TFI-GA, the Project Leader will give written notice to such Party requiring that such breach be remedied within thirty (30) days.

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

#### 4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains 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 TFI-GA. 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 TFI-GA.

### Section 5: Liability towards each other

#### 5.1 No warranties

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

Therefore,

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

#### 5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Annex 2 of this Consortium Agreement provided such damage was not caused by a willful 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 Results or Background.

#### 5.4 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 Project Manager of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks, if any, shall be decided by the NORDRESS Council.

### Section 6: Governance structure

#### 6.1 General structure

The governance structure of the Consortium is established in the TFI-GA Attachment 3.

The NORDRESS Council is the ultimate decision-making body of the Consortium.

The NORDRESS Council 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 6.3.1.1 of this Consortium Agreement.

The Project Leader shall chair all meetings of the NORDRESS Council, unless decided otherwise by the NORDRESS Council. The co-chair is decided upon from amongst the other Members.

The Parties agree to abide by all decisions of the NORDRESS Council. 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.

#### 6.2 General operational procedures for the NORDRESS Council

##### 6.2.1 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.

##### 6.2.2 Preparation and organisation of meetings

###### 6.2.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the NORDRESS Council at least once a year and shall also convene extraordinary meetings upon written request of any Member.

###### 6.2.2.2 Notice of a meeting:

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

###### 6.2.2.3 Sending the agenda:

The chairperson shall prepare and send each Member a written agenda no later than fourteen (14) days preceding an ordinary meeting and seven (7) days preceding an



extraordinary meeting.

#### 6.2.2.4 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 seven (7) days preceding that meeting.

6.2.2.5 During a meeting of the NORDRESS Council the Members present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Project Leader circulates to all Members a written document which is then confirmed electronically by the defined majority (see Section 6.2.3.4) of all Members.

6.2.2.7 Meetings of the NORDRESS Council may also be held by teleconference or other telecommunication means. For the avoidance of doubt, the notice periods set out in this Section 6 shall apply also to such meetings.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.3.5.

#### 6.2.3 Voting rules and quorum

6.2.3.1 The NORDRESS Council shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.2.3.2 Each Member present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of its Members present or represented in the meeting.

#### 6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights or other Legitimate Interests would be severely affected by a decision of the NORDRESS Council may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within fifteen (15) days after the draft minutes of the respective meeting are sent.

6.2.4.4 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.

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

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

### 6.2.5 Minutes of meetings

6.2.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken and Members and observers present, absent or represented by proxy. She/he shall send the draft minutes or make them available on the Project web to all Members within ten (10) days of the meeting.

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

6.2.5.3. The chairperson shall send the accepted minutes or make them available on the project web to all the Members of the NORDRESS Council and to the Project Coordinator, who shall safeguard the original versions of the minutes in numerical order and store them in a satisfactory manner on behalf of the Project Leader.

If requested the Project Coordinator shall provide authenticated duplicates to Parties.

### 6.3 Specific operational procedures for the Consortium Bodies

#### 6.3.1. NORDRESS Council

6.3.1.1 The NORDRESS Council 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 NORDRESS Council:

#### Content, finances and Intellectual Property Rights

- a) Proposals for changes to Attachment 1 of the TFI-GA to be agreed by the TFI I Nordforsk project officer at the TFI secretariat,
- b) Proposals for any amendments of this Consortium Agreement, subject to the approval and signature by the Parties,
- c) Changes to the Consortium Plan (including the Consortium Budget), subject to the approval and signature by the Parties,
- d) Additions to Annexes and the Consortium Agreement, subject to the approval and signature by the Parties
- e) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party,
- f) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal,
- g) Declaration of a Party to be a Defaulting Party,
- h) Remedies to be performed by a Defaulting Party,
- i) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto,
- j) Proposal to the TFI I NordForsk secretariat for a change of the Project Leader
- k) Proposal to the TFI I NordForsk for suspension of all or part of the Project

- l) Proposal to the TFI I NordForsk for termination of the Project, the TFI-GA or the Consortium Agreement

### 6.3.2 Project Manager

6.3.2.1 The Project Manager shall be the intermediary between the Parties and the TFI / NordForsk Secretariat, and shall perform all tasks assigned to it as described in the TFI-GA and in this Consortium Agreement.

6.3.2.2 In particular, the Project Manager shall be responsible, with support from the Executive Board as defined in Annex 1, for:

- a) monitoring compliance by the Parties with their obligations,
- b) keeping the address list of Members and other contact persons updated and available,
- c) collecting, reviewing and submitting reports and other deliverables (including financial statements and related certifications) to the TFI/NordForsk Secretariat,
- d) preparing the meetings, proposing decisions and preparing the agenda of the NORDRESS Council and monitoring the implementation of decisions taken at meetings,
- e) transmitting promptly documents and information connected with the Project to the Parties,
- f) administering the NordForsk financial contribution and fulfilling the financial tasks described in Section 7,
- g) providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Project Manager when such copies or originals are necessary for the Parties to present claims,
- h) establishing and maintaining the Project website, unless assigned to and subcontracted to another Party.

6.3.2.3 If the Project Leader fails in her coordination tasks, the NORDRESS Council may propose to the TFI NordForsk to change the Project Leader.

6.3.2.4 The Executive Board shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in this Consortium Agreement or in the TFI-GA.

6.3.2.5 The Executive Board shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the TFI-GA.

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Financial obligations of the Parties

Each of the Parties is obligated to contribute with its own resources to the execution of the Project and the fulfilment of this Consortium Agreement in accordance with the tasks and obligation set out in this Consortium Agreement.

#### 7.1.2 Distribution of Financial Contribution

The TFI /NordForsk financial contribution to the Project shall be distributed by the Project Manager according to:

- the Consortium Budget as included in the Consortium Plan
- the approval of Progress Report by TFI/NordForsk
- the provisions of payment in Article 7.3.

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

#### 7.1.3 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 TFI/NordForsk. Neither the Project Manager nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the TFI/NordForsk.

#### 7.1.4 Funding Principles

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only in accordance with the STC Article 3.

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

#### 7.1.5 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 the TFI /NordForsk or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement; bear any additional costs occurring to the other Parties in order to perform its and their tasks.

#### 7.2 Budgeting and currency

NordForsk's Grants and payments from the Project Manager are stipulated and paid in NOK. The Project Manager is not liable for any losses incurred in connection with fluctuations in currency exchange rates as a result of the Grant being paid out in NOK.

##### 7.2.1 Budgeting of Administration (coordination) costs

Up to 25% of NORDFORSK funding may be used for administrative costs.

#### 7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Project Manager in accordance with the decisions of the NORDRESS Council on the Consortium Budget.

In particular, the Project Manager shall:

notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the TFI / NordForsk financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Project Manager is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 Payments are to be distributed annually in accordance with the Consortium Budget. All payments shall be made without undue delay, but not later than thirty (30) days from the date of the respective amount being transferred to the Project Manager's bank account from Nordforsk, provided the Party has fulfilled its obligations and NordForsk has approved the Progress Report.

The first payment shall incur as soon as the Contract is signed by all parties and the Project Manager has received the funds from NordForsk.

Each Party is to provide the Project Manager with detailed annual Project Accounts covering the period 1 January – 31 December for its actual costs related to the Project and incurred by the Party accompanied by explanations of major deviations on its part relating to the Project Plan and the Consortium Budget, prior to February 1 of each calendar year, given the NordForsk annual reporting deadline of 31. March.

The Project Manager is entitled to withhold any payments due to a Party identified by the NORDRESS Council to be in breach of its obligations under this Consortium Agreement.

The Project Manager is entitled to recover any payments already paid to a Defaulting Party.

#### 7.3.3 Transfer of unused funds between calendar years

In the event the annual Project Accounts demonstrate that the actual costs of the Project are below the amounts disbursed for each calendar year by the Project Manager, the Party may apply in writing to the Project Manager for permission to transfer the unused funds to the next calendar year. Such applications should be sent to the Project Manager together with a detailed annual Project Accounts in accordance with Article 7.3.2. The application will be approved by the NORDRESS Council. The Project Manager will then forward the application for transfer of unused funds to NordForsk on behalf of all Parties. If NordForsk does not respond to the said application by the end of May, approval shall be considered given in accordance with STC Article 2.4. If NordForsk does not agree to such transfer, the unused funds shall be repaid to the Project Manager, which is responsible for repaying NordForsk accordingly in accordance with STC Article 2.4.

## Section 8: Results

### 8.1 Ownership of Results

Notwithstanding the provisions of the TFI-GA, the Results shall be the property of the Party carrying out the work generating that Results and any equipment purchased with the funding from NordForsk shall be the property of the Party, which has purchased such equipment.

### 8.2 Joint ownership

Notwithstanding the provisions of TFI-GA, where several Parties have jointly carried out work generating Results and if the contributions to or features of such Results form an indivisible part thereof, such that under applicable law it is not possible to separate them, they shall have joint ownership of such Results. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use their jointly owned Results for non-

commercial research activities 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 otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) fair and reasonable compensation.

### 8.3 Transfer of Results

#### 8.3.1 Each Party may transfer ownership of its own Results.

8.3.2 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

### 8.4 Dissemination

#### 8.4.1 Publication

Each Party shall ensure that the Results of which it has ownership are disseminated as swiftly as possible.

Prior notice of any planned publication shall be made thirty (30) days before the publication to the Project Leader and the other Parties. A copy of the projected presentation, publication, poster or similar, or a written summary in the case of an intended oral presentation, shall be sent to the Project Leader and the other Parties at the earliest time reasonably possible.

Any objection to the planned publication shall be made in writing to the Project Leader and the other Parties within fifteen (15) days after receipt of the notice.

If no objection is made within the time limit stated above, the publication is permitted.

#### 8.4.1.2 An objection is solely justified if

(a) the objecting Party's Confidential Information is disclosed by the publication; or

(b) the protection of the objecting Party's Results or Background is adversely affected. The objection has to include a precise request for necessary modifications.

8.4.1.3 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. In case of situation (b) above the publication can only be postponed for up to 3 months as of the date of receipt of the party's objection.

#### 8.4.2 Publication of another Party's Results or Background

For the avoidance of doubt, a Party shall not publish Results or Background of another Party, even if such Results or Background is amalgamated with the Party's Results, without the other Party's prior written approval.

#### 8.4.3 Authorship credit

Authorship of publications shall be credited according to the Vancouver-rules - Uniform Requirements for Manuscripts Submitted to Biomedical Journals - <http://www.icmje.org>. Pursuant to these rules Authorship credit shall be based on:

- 1) substantial contributions to conception and design, acquisition of data, or analysis and interpretation of data;
- 2) drafting the article or revising it critically for important intellectual content; and
- 3) final approval of the version to be published. Authors must meet all three conditions (1, 2, and 3).

Acquisition of funding, collection of data, or general supervision of the research group alone does not constitute authorship.

#### 8.4.4 Data Acknowledgment

To recognize the valuable role of data providers (and scientists who collect or prepare data) and to facilitate repeatability of experiments in keeping with the scientific method, users of Project data must formally acknowledge data authors (contributors) and sources. Where possible, this acknowledgment should take the form of a formal citation, such as when citing a book or journal article.

#### 8.4.5 Acknowledgement of the funding from NordForsk and the NCoE NORDRESS

All publications or any other dissemination relating to Results shall include statements to be posted to the Parties by the Executive Board. The statements will indicate that said Results was generated with the financial support from NordForsk in accordance with TFI-GA (Article 8) and STC (Article 6).

#### 8.4.6 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 Results or Background.

#### 8.4.7 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 included

9.1.1 In Annex 4, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the NORDRESS Council to modify its Background in Annex 4

#### 9.2 General Principles

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

9.2.5 Results 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 Results 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 exploitation

9.4.1 Access Rights to Results if Needed for exploitation of a Party's own Results shall be granted on fair and reasonable conditions.

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

9.4.2 Access Rights to Background if Needed for exploitation of a Party's own Results, including for research on behalf of a third party, 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 Section 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Additional Access Rights

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

9.6 Access Rights for Parties entering or leaving the Consortium

9.6.1 New Parties entering the Consortium

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

9.6.2 Parties leaving the Consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 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 NORDRESS Council to terminate its participation in the Consortium.

9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.



It may request Access Rights within the period of time specified in Article 9.4.2.

#### 9.6.2.2 Access Rights to be granted by any leaving Party

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

#### 9.7 Specific Provisions for Access Rights to Software

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

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

### Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, 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" 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 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, for a period of 4 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. 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.

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

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

the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient 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; the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or the Confidential Information was already known to the Recipient prior to disclosure or the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 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.

## Section 11: Miscellaneous

### 11.1 Annexes, inconsistencies and severability

This Consortium Agreement consists of this core text and the following Annexes:  
Annex 1 TFI -GA and Attachments 1 -3 (The Project Description (Attachment 1), Revised budget (Attachment 2), Revised Project Governance (Attachment 3)  
Annex 2 The budget  
Annex 3 Accession document  
Annex 4 Background

In case the terms of this Consortium Agreement are in conflict with the terms of the TFI-GA, its attachments or the STC, the documents shall prevail in the following order:

1. The TFI-GA
2. The STC
3. The CA
4. The Attachments 1-3 of the TFI-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.

### 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 with the exception of the Project Manager's right to sign in the name of all Parties the Accession document with a new Party subject to the decision of the

NORDRESS Council according to Article 6.3.6 of this Consortium Agreement to approve the said new 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 Project Manager based on the initial list of Members and other contact persons in the TFI-GA Attachment 1.

Formal notices:

If it is required in this Consortium Agreement (Articles 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 Administrative Manager. 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, except as provided for in this Consortium Agreement.

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

### 11.5 Mandatory national law

Each Party shall ensure that nothing in this Consortium Agreement shall be in violation of or in conflict with any mandatory statutory law under which the Party is operating.

### 11.6 Language

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

### 11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Norway, excluding its choice of law rules.

### 11.8 Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement shall primarily be handled within the parties concerned. If the Parties responsible are unable to resolve the dispute, the dispute shall be finally settled by Oslo District court.

**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.

**Center for Crisis Psychology, Bergen**

Date                      Name                      title

Stamp

**Copenhagen Business School**

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Date

Name

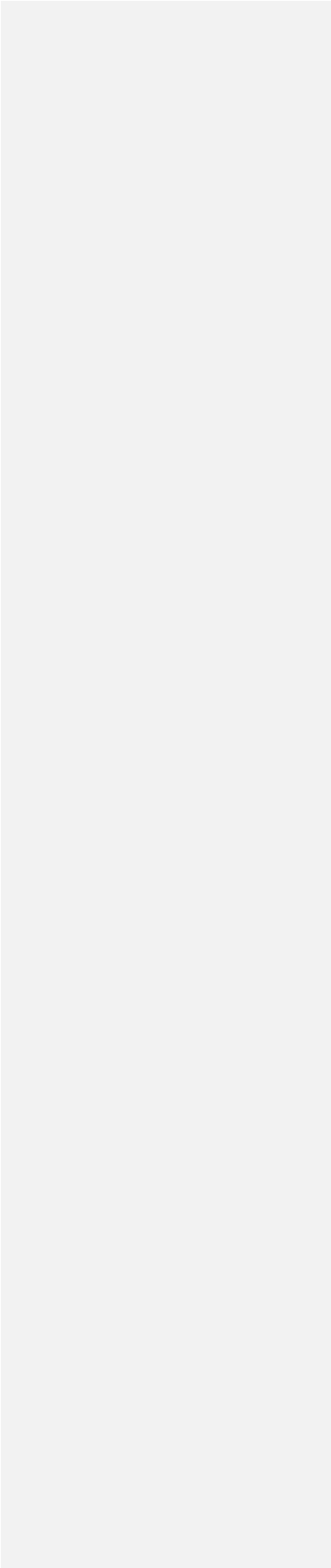
title

Stamp

**Department of Civil Protection and Emergency  
Management,  
National Commissioner of the Icelandic Police**

Date                      Name                      title

Stamp



**Finnish Meteorological Institute**

Date                      Name                      title

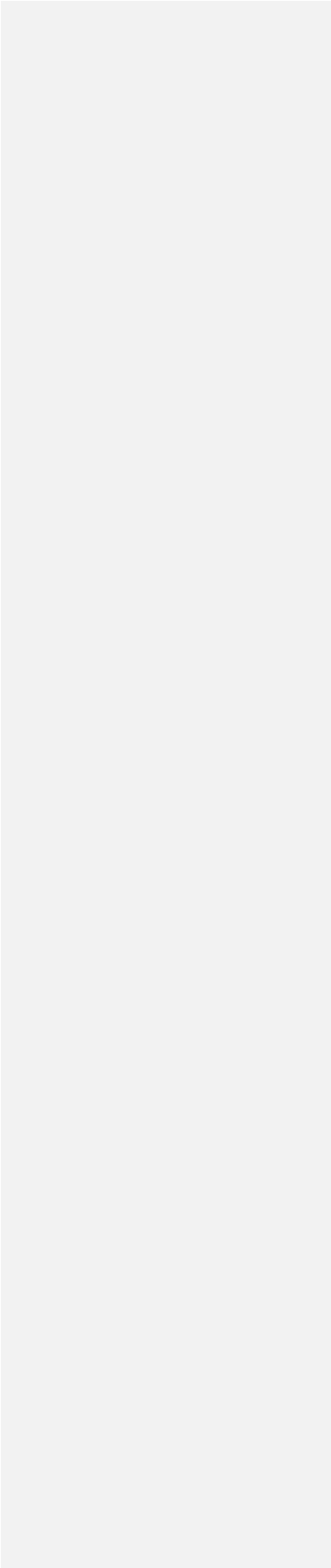
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**Geological Survey of Denmark and Greenland**

Date                      Name                      title

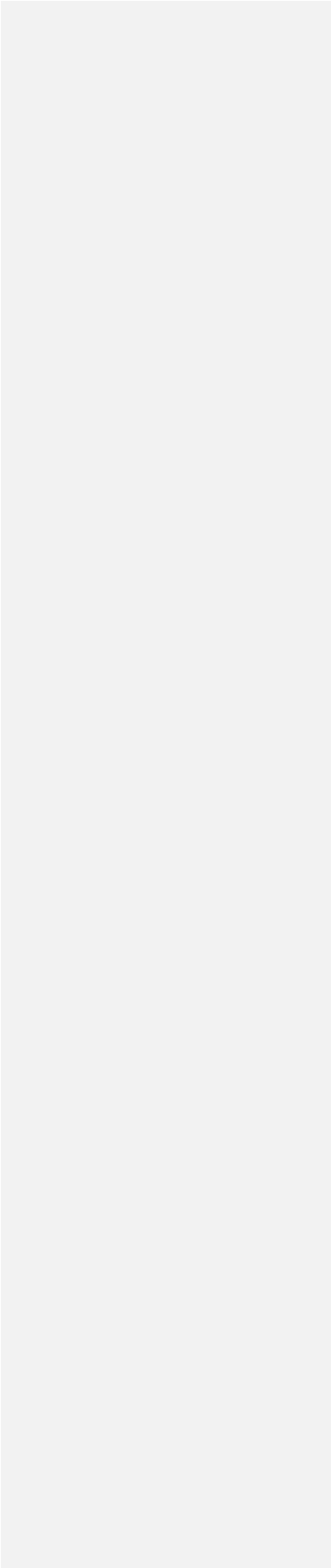
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**Icelandic Meteorological Office**

Date                      Name                      title

Stamp



**Malmö University**

Date                      Name                      title

Stamp

**Norwegian Geotechnical Institute**

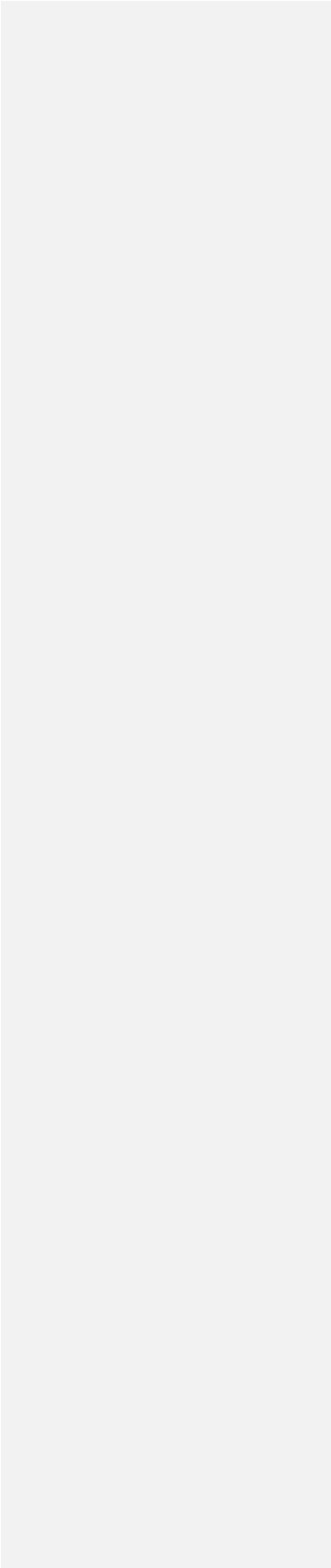
Date                      Name                      title

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**Norwegian University of Science and Technology**

Date                      Name                      title

Stamp



**NOVA**

**Oslo and Akershus University College of Applied Sciences**

**Name**

**Stamp**

**SAREye First Responders Support System, Reykjavik**

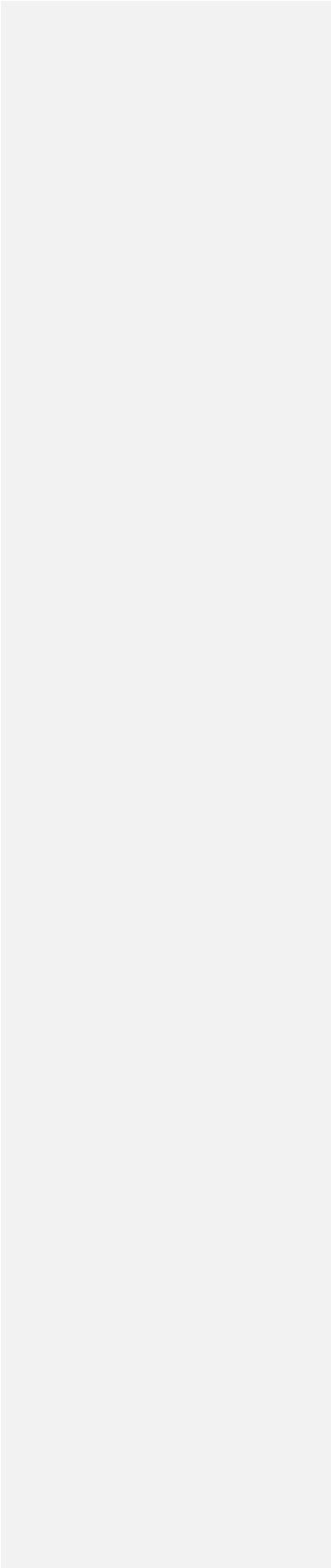
Date                      Name                      title

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**Swedish Geotechnical Institute**

Date                      Name                      title

Stamp





**University of Eastern Finland**

Date                      Name                      title

Stamp

**University of Iceland**

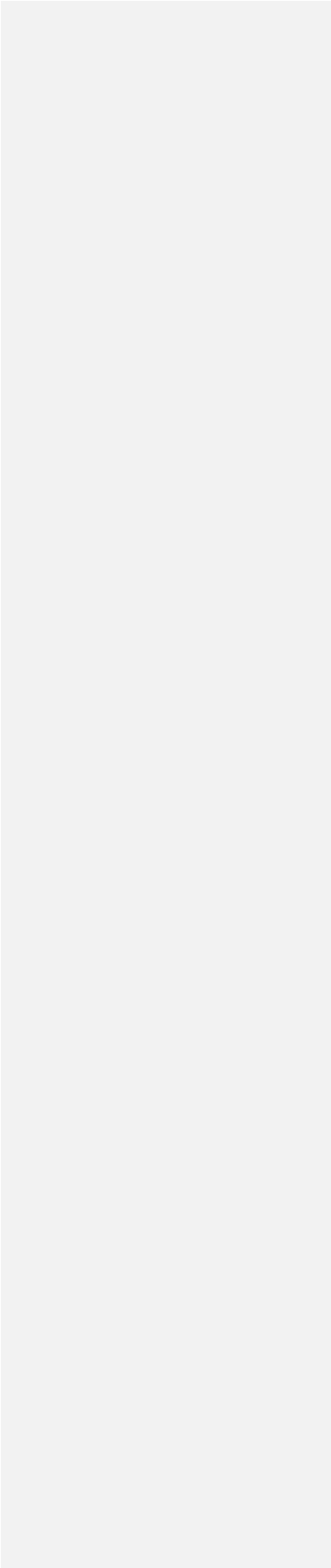
Date                      Name                      title

Stamp

**University of Southern Denmark**

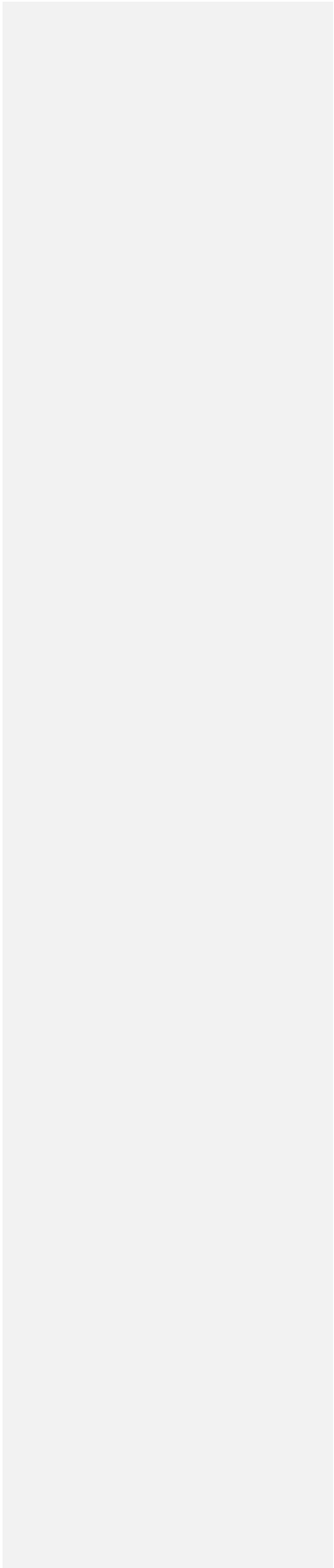
Date                      Name                      title

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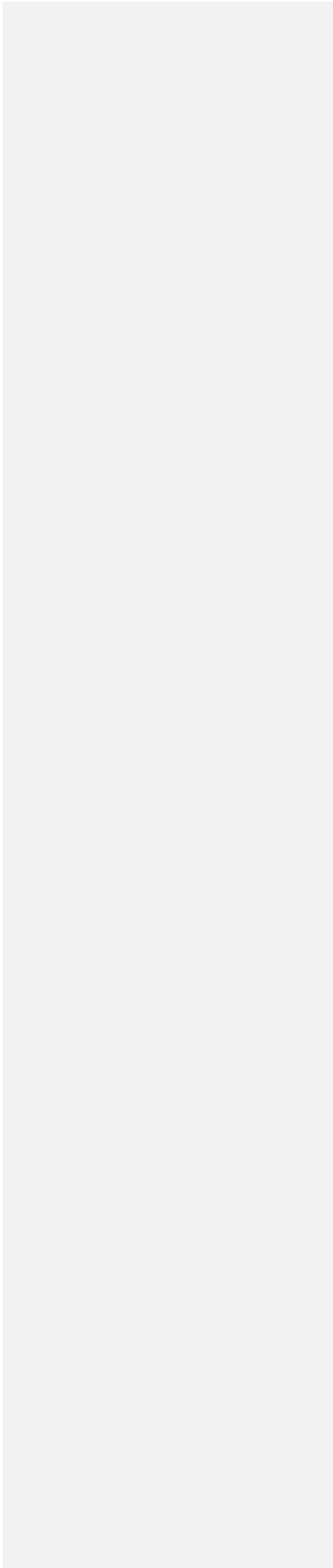


Consortium Agreement - NCoE NORDRESS

Annex 1: TFI-GA with Attachments 1-3



**Annex 2: Consortium Budget**



Annex 3: Accession document

ACCESSION

of a new Party to

NORDRESS Consortium Agreement, version (... , YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE TFI-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].

xxxxx

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 WORK PACKAGE LEADER]

Signature(s) Name(s) Title(s)

## Annex 4. Background

### "Background"

Background means any data, know-how and/or information whatever their form or nature, tangible or intangible, including any rights such as intellectual property rights which are (i) held by Parties prior to their accession to the Project and (ii) needed for carrying out the Project or for exploiting the results of the Project.

Please list here any Background that you wish to identify for the Project (see Section 9.1).

As to CBS it is agreed between the Parties, that no data, know-how or information of CBS shall be Needed by another Party for implementation of the Project or exploitation of that Party's results.