

Consortium Agreement

SustainCity

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-GA, and is made on 1.1.2010, hereinafter referred to as “Effective Date”

BETWEEN:

ETH Zürich (Swiss Federal Institute of Technology, Zürich),
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the Coordinator

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hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Project entitled

Micro-simulation for the prospective of sustainable cities in Europe

in short

SustainCity

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the General Assembly.

"Consortium Budget"

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

<p>“Defaulting Party”</p> <p>Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.</p>
<p>“Member”</p> <p>A member is on staff of one of the Partners and concerned with the Project. See Attachment 5 for the lists of members.</p>
<p>“Needed”</p> <p>means:</p> <p>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.</p> <p>For Use of own Foreground: Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.</p>
<p>“Software”</p> <p>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.</p>

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document

Attachment 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and 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 and Annex II of the (EC-GA Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes 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 General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its 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 a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality

work), the Coordinator 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 General Assembly 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.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-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 the EC-GA.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to twice the Party's share of the total costs of the Project as identified in Annex I of the EC-GA provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting

from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The project management is in the hand of the following:

- General project meeting
- Executive committee of the administrative and scientific co-ordinator
- Administrative co-ordinator (KW Axhausen, ETH Zürich)
- Scientific co-ordinator (A de Palma, ENS Cachan)
- Work package leaders

6.1.1 General project meeting

General project meeting is the ultimate decision-making body of the consortium. It consists of at least one representative of each Partner.

The General project meeting 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 Committee shall also be considered and decided upon by the general project meeting.

It decides the following:

- Strategy of the consortium
- Approval of the public deliverables for transmission to the CEC
- Reallocation of tasks and their associated budgets
- Reallocation of budget in case of under-spending of one partner
- Content, finances and intellectual property rights
- Proposals for changes to the Consortium Agreement (e.g. intellectual property rights) to be agreed in writing by the authorized signatories of the Parties
- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission, in particular for:

Entry of a new Partner

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

Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal

<p>Proposal to the European Commission for a change of the Coordinator Proposal to the European Commission for suspension of all or part of the Project Proposal to the European Commission for termination of the Project and the Consortium Agreement</p> <ul style="list-style-type: none">• Declaration of a Party to be a Defaulting Party• Remedies to be performed by a Defaulting Party• Termination of a Defaulting Party's participation in the Consortium and measures relating thereto • Changes to the Consortium Plan (including the Consortium Budget)• Withdrawals from Attachment 1 (Background included)• Additions to Attachment 2 (Background excluded)• Additions to Attachment 4 (Listed Affiliated Entities)• Additions to Attachment 6 (List of Third Parties)
<p>6.1.2 Executive committee</p>
<p>The Executive Committee consists of the scientific and administrative co-ordinator. The executive Committee will co-ordinate at least monthly and meet quarterly. It prepares and executes:</p> <ul style="list-style-type: none">• the agendas for the meeting of the general project meetings (10 working days in advance);• the minutes of the general project meetings (within 5 working days);• chairs the meeting of the general project meeting in turn.
<p>6.1.3 Administrative coordinator</p>
<p>The administrative coordinator is the legal entity acting as the ultimate intermediary between the Partners of the project and the European Commission.</p> <p>In particular, the Administrative Coordinator will be responsible for:</p> <ul style="list-style-type: none">• monitoring compliance by the Partners with their obligations;• keeping the address list of members and other contact persons updated and available;• collecting, assembling, reviewing the scientific reporting information, verifying consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission;• transmitting documents and information connected with the project;• administering the Community financial contribution;• preparing the minutes of all general project meetings;• maintaining the archive of all minutes, reports and deliverables of the project;• prepare and maintain the calendar of general project meetings and of major work package meetings;• ensuring the diffusion of the information between all partners and to the interested public (e.g. project website and publication list; data archive);

- representing the project with the Commission with respect to the financial and administrative matters.

The financial contribution of the European Commission to the Project shall be distributed by the administrative coordinator.

6.1.4 Scientific coordinator

The scientific coordinator coordinates the scientific part of the project. He is responsible for:

- monitoring the status of work on the basis of regular quarterly progress reports;
- reviewing deliverables before their final submission to the CEC;
- commenting on the scientific quality of the reporting information;
- representing the project with the Commission with respect to the scientific matters.

The scientific coordinator will be supported by a scientific committee, including Nathalie Picard (UCP), Stef Proost (KUL), Paul Waddell (UCB), Isabelle Thomas (UCL), Kai Nagel (TUB) and the administrative co-ordinator.

6.1.4 Work package leader

Work package leader (WPL) will define, coordinate and supervise the research activities of their WPs. WPLs will monitor the achievement of the deliverables and milestones in their WPs. They will report to the scientific coordinator on the progress of their WPs and signal in advance any problem or delay. They will organise the necessary meetings or telephone conferences. They will invite the partners involved and inform the executive committee of the meetings 10 working days in advance. They will prepare the minutes of such meetings and will circulate them within five working days for the partners involved and the members of the executive committee.

6.2 Additional agreements

6.2.1 Representation in meetings

Each Partner makes sure that it is represented by at least one person or an appointed substitute.

6.2.2 Conduct of meetings

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

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

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

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). Decisions shall be taken by a simple majority, unless otherwise stated in this Agreement.

6.2.3.2 A quorum of two-thirds (2/3) of the Partners is required for financial and mayor strategic decisions.

6.2.3.3 Each Partner present or represented in the meeting shall have one vote, even if multiple persons from a Partner are present in meetings.

6.2.3.4 Defaulting Parties may not vote.

6.2.4 Veto rights

6.2.4.1 A Partner 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.

6.2.4.2 When the decision is foreseen on the original agenda, a Partner may veto such a decision during the 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 Partner may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

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

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 of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 5 calendar days of the meeting.

6.2.5. 2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Partner 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 to all the Partners of the Consortium Body and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to Parties.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The Community financial contribution to the Project shall be distributed by the Coordinator according to:

the Consortium Budget as included in the Consortium Plan
the approval of reports by the European Commission, and
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.

7.1.2 Justifying Costs

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

7.1.3 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.

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.

7.1.4 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 European Commission 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

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

7.2.1 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- a reasonable costs of Parties related to
- the delivery of certificates on the financial statements according to the EC-GA
- the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
- costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator
- intellectual property protection costs
- costs for publications
- costs for the tasks of chairpersons
- any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the EC-GA (EC-GA Article II.16.5) have to be budgeted separately.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator 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 Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following :

The usual share of the budgeted costs for future work included in the Consortium Plan will be paid to Parties in separate instalments e.g. a mechanism of every 18 Months in conformity with the decisions of the General Project Meeting, costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA” or to a Beneficiary which has not yet signed this Consortium Agreement.

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

The payments will be made with reference to “SustainCity – 244557”

Section 8: Foreground

8.1 Software licences

In keeping with the GNU licenced open source status of the base software systems (UrbanSim, MATSim), any newly developed software will also be made available under GNU Open Source licence.

8.2 Data collected

Newly collected data will be published in the data archive of the Project and be accessible to anyone unless data protection consideration prohibit this level of access beyond the Consortium

8.3 Dissemination

8.3.1 Publication

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be made 14 days before the submission to the relevant editor.. Any objection-to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 7 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

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

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. The postponement of the publication shall not last longer than three (3) months.

8.3.2 Publication of another Party's Foreground or Background

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

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

8.3.4 Use of names, logos or trademarks

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

8.3.5 Authorship

Everyone who is listed as an author should have made a substantial, direct, intellectual contribution to the work. For example, they should have contributed to the conception, design, analysis and/or interpretation of data. All authors should participate in writing the manuscript, at least by reviewing drafts and approving the final version. Each author is responsible for the integrity of the research being reported. All authors should be able to explain and defend the study in public or scholarly settings.

One author should take primary responsibility for the work as a whole even if he or she does not have an in-depth understanding of every part of the work. This primary author should assure that all authors meet basic standards for authorship and should prepare a concise, written description of their contributions to the work, which has been approved by all authors.

Acknowledgement

Contributions that do not justify authorship should be acknowledged separately in the notes to the manuscript. These may include general supervision of a research group, assistance in obtaining funding, technical support, etc.

Order of authorship

The authors should decide the order of authorship together. Authors should specify in their manuscript a description of the contributions of each author and how they have assigned the order in which they are listed so that readers can interpret their roles correctly. The primary author should prepare a concise, written description of how order of authorship was decided.

Dispute

Disputes over authorship are best settled by the authors themselves. If a dispute cannot be settled amicably within 2 months, the Consortium Body shall decide this issue.

Copyright

The provisions of this Article 8.3.5 on scientific authorship shall not prejudice the applicable provisions of copyright law.

8.3.6 Acknowledgement to the project

All papers and relevant publications arising from this project will acknowledge at the appropriate location the financial contribution of the project with the following sentence:

“The work reported is based on work undertaken in the 7th EU Framework project *SustainCity* (244557). This is gratefully acknowledged”

Section 9: Access Rights

9.1 Background covered

9.1.1 The Parties shall identify in the Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA. Such identification may be done by e.g. subject matter, confidentiality status or possibly in addition by naming a specific department of a Party

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice.

However, only the General Project Meeting can permit a Party to withdraw any of its Background from Attachment 1.

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

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2.

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the General Project Meeting can permit a Party to add Background to Attachment 2.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the 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 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction, which might substantially affect the granting of Access Rights (e.g. the use of

open source code software in the Project).

9.2.3 If the General Assembly considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted based on the GNU Public License (GPL) used throughout the project. Additional rights shall be granted on fair and reasonable conditions.

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

9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

9.5 Access Rights for Affiliated Entities

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

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.
It may request Access Rights within the period of time specified in Art. 9.4.2.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 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 EC-GA, during and for a period of 5 years after the end of the Project:

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

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

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

the Confidential Information 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 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 EC-GA;
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.

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Background excluded)
Attachment 3 (Accession document)
Attachment 4 (Listed Affiliated Entities)
Attachment 5 (initial list of Members and other contact persons)
Attachment 6 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

In case the terms of this Consortium Agreement are in conflict with the terms of the EC-GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 5.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.1.1 require a separate written agreement between the authorized signatories of all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

AS WITNESS:

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

ETH Zürich

Signature:

Name: Prof. Roman Boutellier

Title: Vice-President Human Resources +
Infrastructure

Date:

Ecole Normale Supérieure de Cachan

Signature:

Name: Prof. Jean-Yves Merindol

Title: Director of the ENS Cachan

Date:

Signature:

Name: Prof. Jean-François Roch

Title: Joint Director of the ENS Cachan

Date:

Institut National d'Etudes Démographiques

Signature:

Name: Cases Chantal

Title: Director

Date:

Signature:

Name: Françoise Depoid

Title: Secretary General

Date:

Université catholique de Louvain

Signature:

Name: Prof. Bruno Delvaux

Title: Rector

Date:

Signature:

Name: Prof. Camille Focant

Title: Vice-Rector

Date:

Katholieke Universiteit Leuven

Signature:

Name: Paul Van Dun

Title: General Manager

Date:

Signature:

Name: Marleen Verlinden

Title: Manager Finances

Date:

For approval:

Signature:

Name: Prof. dr. Stef Proost

Title: Professor

Date:

STRATEC S.A.

Signature:

Name: Hugues Duchâteau

Title: Managing Director

Date:

Signature:

Name: Sylvie Gayda

Title: Project Manager

Date:

National Technical University of Athens

Signature:

Name: Prof. Yannis Polyzos

Title: Vice-Rector

Date:

Technische Universität Berlin

Signature:

Name: Dr. Anette Schade

Title: EC Liaison Officer

Date:

or

Signature:

Name: Lothar Bauch

Title: Deputy Head of Research Administration
Unit

Date:

Ecole Polytechnique Fédérale de Lausanne

Signature:

Name: Prof. Michel Bierlaire

Title: Associate Professor

Date:

Università Bocconi

Signature:

Name: Bruno Pavesi

Title: Managing Director

Date:

Université de Cergy-Pontoise

Signature:

Name: Dr. Françoise Moulin-Civil

Title: Président

Date:

University of California, Berkeley

Signature:

Name: Jyl Baldwin

Title: Associate Director

Date:

Signature:

Name: Patricia Gates

Title: Associate Director

Date:

[Attachment 1: Background included]
Access Rights to Background listed below is made available to the Parties. This represents the status at the time of signature of this Consortium Agreement. Abbreviations: (P) Public, openly sharable data, (R) Data restricted to use in project
By ETH Zürich
<p>Probabilities of households relocation (P): Probabilities depending on households attributes. Entity/Accuracy: -</p> <p>Probabilities of branch relocation (P): Probabilities per industry sector. Entity/Accuracy: -</p> <p>Spatial development plan: settlement and landscape (P): Political strategy of spatial development in the canton of Zurich concerning settlement and landscape aspects. Entity/Accuracy: Pixel</p> <p>Spatial development plan: Transportation (P): Political strategy of spatial development in the canton of Zurich concerning aspects of transportation. Entity/Accuracy: Pixel</p> <p>Net income and expenses of natural persons (P): Data describes budget and expenses of single households. Surveyed attributes are: telephone subscription, secondary residence, child care, age of person, employment, aggregate expenses, equipment of households. Data from sampling survey. Entity/Accuracy: Municipality</p> <p>Mean of population per municipality (P): Total of population in municipalities for the years 2000 until 2005. Entity/Accuracy: Municipality</p> <p>Employed in agriculture 1990 (P): Includes the number of workplaces and employed per municipality in the branches of agriculture and gardening. Entity/Accuracy: Municipality</p> <p>Tax level legal / natural person (P): Indexes of the tax level in municipalities in percent to a baseyear. Entity/Accuracy: Municipality</p> <p>Bid prices (P): During three months a parser parsed the website of comparis, which lets its user upload and compare offers of housing units in Switzerland. The offers contain some attributes of the unit like address, size, period of construction and price offer. Entity/Accuracy: Housing unit</p> <p>Estimated land prices canton of Zurich (P): The cantonal statistic office estimated land prices for each municipality with a multi-level-model. This model calculates land prices for developed, unbuilt land dedicated to housing. Entity/Accuracy: Municipality</p> <p>Data on real estate developers (P): Number of developers, purpose, size, name, etc. Entity/Accuracy: Developers</p> <p>Synthetic population (P): The synthetic population includes roughly 7 millions of agents. Representing the swiss population. Entity/Accuracy: Household</p>
By STRATEC
<p>Maps of the administrative boundaries (P): Georeferenced maps, including administrative boundaries : regions, provinces, districts and municipalities for the whole country Entity/Accuracy: Municipality</p> <p>Limit of the RER area (study area) (P): The so-called "RER area" includes the zones which will be served by the futur RER. It comprises the Brussels agglomeration and the surrounding suburban areas.</p> <p>Limit of the Brussels morphological Brussels agglomeration (P): Limit of the morphological agglomeration which is broader than the Brussels-Capital Region administrative entity and is defined on basis of population density, type of urban fabrics, etc</p> <p>General maps of the road, rail and hydrographic networks(P): scales 1/800 000 , 1/200 000</p>

Detailed vectorized road network of Wallonia (P): Main and local roads (different hierarchical levels)

Brugis - Interactive charts of Brussels Region (P)

TEC - Walloon public transport network maps and schedule (P): One map by province or by itinerary

De Lijn - Flemish public transport network maps and schedule (P): One map by province or by itinerary

STIB - Brussels public transport network map and schedule (P)

CORINE land use maps (P): 22 classes - Grid format 250x250m and 100x100m

Land use maps of Belgium - 11 classes (P)

Land use evolution (changes) (P): By km² - 7 classes Entity/Accuracy: Region
"Plan Régional de Développement" - PRD

General Information and maps (P): "PRD" is a strategic plan that sets objectives and development priorities for the Brussels-Capital Region. It has an indicative value.

Plan Régional d'Affectation du Sol" - PRAS - Prescriptions (P): "PRAS" is the reference landuse plane for land settlement in Brussels-Capital Region. It has a legal value.

Plan Régional d'Affectation du Sol" - PRAS - Maps (P): Land use, Situation in law, Situation in practise, Allowed offices

Schéma de développement de l'espace régional - SDER (P): "SDER" is a strategic plan that sets objectives and development priorities for the Walloon Region. It has an indicative value.
Entity/Accuracy: Region

Plan de Secteur wallon - PS (Sector plan) (P): "PS" is the reference landuse plane for the land settlement in Walloon Region. It has a legal value. The Walloon Region is covered by 23 sector plans. Entity/Accuracy: 1/10 000

Interactive map of Walloon sector plan (P): Entity/Accuracy: 1/10 000

Land use maps of Wallonia (Cartes d'Occupation du Sol en Wallonie - COSW) (P):
Entity/Accuracy: 1/10 000

Schémas de Structure Communaux (SSC) and "Plans Communaux d'Aménagement" (PCA)

Land plannings of municipalities (P): Land settlement planning at local level :

- The "Schéma de Structure Communal" (SSC) specifies the SDER by supplementing the municipal level.
- The ""Plan Communal d'Aménagement"" (PCA) specifies the PS by supplementing the municipal level. Entity/Accuracy: Municipality"

Interactive map of the PCA localisation PCA (+ and other themes) (P): Entity/Accuracy: Municipality

Ruimtelijk Structuurplan Vlaanderen – RSV Land planning of Flanders (P): ""RSV"" is a strategic plan that sets objectives and development priorities for the Flemish Region. It has an indicative value. Entity/Accuracy: Region"

Gemeente Ruimtelijk Structuurplan – GRS Land planning of Flemish municipalities (P): "GRS" is a strategic plan that sets objectives and development priorities for the Flemish Region, at municipal scale. It has an indicative value. Entity/Accuracy: Municipality

Gewestplannen en Ruimtelijke UitvoeringsPlannen – RUP Regional planning and spatial implementation plans (P): "RUP" is the reference landuse plane for the land settlement in Flemish Region, at the municipal scale. It has a legal value. Entity/Accuracy: Municipality

Total resident population at 1st January of each year (P): By year Entity/Accuracy: Municipality

Population statistics (P): by nationality, sex, size and density Entity/Accuracy: Municipality

Population statistics (P): by sex, age and class Entity/Accuracy: Municipality

Private households by household size and number of collective households (P):
Entity/Accuracy: Municipality

Family nuclei according to the number of children (P): Entity/Accuracy: Municipality
Population forecasts 2007-2060 (P): By age, sex and nationality Entity/Accuracy: District
Income tax revenues - 2007, incomes 2006 (P): Entity/Accuracy: Municipality
Survey on household budget (P): Average income per household and year; Household income per modified consumption unit (to adapt consumption expenses to household size); Household income per household; Household income per person Entity/Accuracy: Region
Rate of household vehicle ownership (P): Number of cars per household Entity/Accuracy: Municipality
Living conditions and welfare indicators (EU-SILC) (P): Several indicators on living conditions and welfare Entity/Accuracy: Country
Health and poverty indicators (EU-SILC) (P): Indicators of mortality, poverty, perinatal health care, preventive health care for Brussels Region Entity/Accuracy: Region - sometimes by municipality
Labour market and social protection datawarehouse (P): Entity/Accuracy: Municipality
Labour Force Survey (LFS) (Enquête Force du Travail) (P): All figures on employment, unemployment and labour market are derived from the Labour Force Survey (LFS) conducted among Belgian households. 90.000 people aged 15 and over take part each year in this survey, reformed in 1999.
Results of the Labour Force Survey (activity rate, employment, education, employees, hours of work, household jobs, ...) (P): Entity/Accuracy: Country
Evolution of the labour market from 1986 to 2006 (P): Entity/Accuracy: Country
Labour force (P): Overview of the employed population, by activity sector, including self-employed people. Entity/Accuracy: Region
Gross fixed capital formation (P): Entity/Accuracy: District, province, region, country
Firms by municipalities (P): Total number of active firms, firms by production sector, creation of firms, destruction of firms, etc Entity/Accuracy: Municipality
Number of workers, number of firms and size of firms in each district (P): Entity/Accuracy: District, province, region
Firm bankruptcies (P): Number of firm bankruptcies by municipality Entity/Accuracy: Municipality
"Top 150000" of firms (P): Map of classifications of firms by performances and territory Entity/Accuracy: Municipality
Industry - Leading Walloon companies (P)
Real estate sales (P): Sales number in 2009 Entity/Accuracy: Municipality
Past evolution in real estate sales and prices (€ /m²) (P): For homes, villas, houses, bungalows, apartments, flats, studios and grounds Entity/Accuracy: Municipality
Cadastral statistics (P): Number of buildings by number of levels, dates of construction, floor area, etc Entity/Accuracy: Region (may exist by municipality)
"Plan de Localisation Informatique" - PLI (P): The "PLI" is a kind of computerized cadastre, but it has no legal value.
Building licences (permis de bâtir) by commune and year (P): For new constructions and renovations: number of units, number of apartments, living areas - residential, nonresidential Entity/Accuracy: Municipality
Building licences detailed by commune and month (P): For new constructions and renovations: number of units, number of apartments, living areas - residential, non-residential Entity/Accuracy: Municipality
Origin-destination matrices for home-to-work and home-to-school trips (P): Matrices derived from the national censi or national socio-economic surveys Entity/Accuracy: Municipality x municipality matrices
Annual and monthly statistics on the vehicles (P): Overview of all vehicles registered in

Belgium by the type of vehicle, fuel, age, etc Entity/Accuracy: Region

Monthly statistics on plate registrations (P): Information on all vehicles registered during the previous month, by type of vehicle, fuel, age, etc Entity/Accuracy: Country

National mobility survey - MOBEL (P): Survey of travel behaviour in Belgium to help the authorities to improve travel conditions, adjust transport needs, develop infrastructure, etc

BELgian Daily Mobility - BELDAM (P): Update of the MOBEL survey - Planned to be carried out by the end of 2010

Count of vehicules on highways and national roads, by sense and vehicle type in Walloon Region (P): Counts are permanent or not, hourly, daily, yearly or monthly. Entity/Accuracy: Road section

Count of vehicules on highways and national roads, by sense and vehicle type in Flemish Region (P): Counts are permanent or not, hourly, daily, yearly or monthly. Entity/Accuracy: Road section

Indicators on transport and mobility of the "BFP" (P): Several indicators on transport infrastructures, households transport consumption, transport firms structure, transport pollution, trafic, etc Entity/Accuracy: Region

Travel behaviour survey in Flanders (P): Results of three mobility surveys: in 1995, in 2000 and in 2007 (no available statistics yet for 2007) Entity/Accuracy: Region - sometimes by district

Mobility statistics of Flanders (P): Several statistics on accessibility, liveability, environment, road safety, transport performances, transport middles, good transport, passenger transport, economic seaport Entity/Accuracy: Region

Results of surveys on noise pollution due to traffic in Brussels (P): Shows the results of six surveys on noise pollution

Map of exposure to road traffic noise in Brussels (P)

Map of acoustic areas by Lden - Road traffic noise (P)

Map with the location of road and rail most severe acoustic problems (P)

Map of acoustic areas by Lden - Road, rail and air traffic noise (P)

Interactive map of exposure to road traffic noise (P)

Noise exposure study for the airport of Zaventem (P)

Air quality - Ozone concentrations (P)

Atmospheric concentrations and emissions (P)

Zones in relation to EU air quality thresholds (P): Zone exceedance Benzene, CO, Lead, NO₂ hour and year, NO_x year, Ozone vegetation and health, PM₁₀ day and year, SO₂ winter and year, SO₂ day and year.

Environment and energy indicators (P): Several indicators on air pollution, water, land use, waste, biodiversity, etc Entity/Accuracy: Country

Summary "sheet" of municipalities : network, employment, real estate, mobility, environment,... (P): Summary sheet for each Walloon municipality Entity/Accuracy: Municipality

Administrative boundaries of the regions, provinces, districts and communes (P): Entity/Accuracy: Municipality (statistical sector)

Vectorized road networks (P)

Road network - Navteq data (P): Digital and dynamics maps

Road network - Tele-Atlas data (P): Digital and dynamics maps

Detailed vectorized Brussels road network – URBIS (P)

Brussels public transport network - URBIS (P): Metro, tram and bus stops, metro lines

Vectorized rail networks and stations (SNCB) (P)

Vectorized hydrographic networks (P)

Relief map (altitude and level lines) (P)

Vectorized data (altimetry curves, rating points, geodetic points) (P)

<p>Digital Ground Model - DGM (Modèle Numérique de Terrain - MNT) (P): Scale 1/10 000 Renting prices by municipality</p> <p>Count of vehicles on principal roads, by sense and vehicle type in Brussels-Capital Region (P): Counts are permanent or not, hourly, daily, yearly or monthly. Entity/Accuracy: Road section</p>
<p>By ENS</p> <p>Dwelling survey (Enquête Logement) (P): It is the principal survey of housing; it contains more than 47000 dwellings. Data on moves (actual and contemplated), housing quality, owner income, expenses associated to the house and others. Entity/Accuracy: Municipality</p> <p>Family Budget Survey (P): Quality testing of synthetic data (complement to location choice). This table is a French survey; it contains all elements related to the household budget and expenses. Entity/Accuracy: Municipality</p> <p>Dwelling and offices prices (Cote Callon) (P): This table contains prices of m² of a real estate in some cities of the whole France. Entity/Accuracy: Municipality</p> <p>Notaries' Database (P): It contains aggregate data on transactions (nb transactions & average prics) of housing sales in Paris region. Entity/Accuracy: Municipality</p> <p>Dwelling survey (Enquête Logement) (P): It is the principal survey of housing; it contains more than 47000 dwellings. Data on moves (actual and contemplated), housing quality, owner income, expenses associated to the house and others. Entity/Accuracy: Municipality</p> <p>population census (P): An exhaustive census of the population in the Paris region, located at parcel (IRIS) and municipality levels. It contains demographic, spatial, social and economic variables. Entity/Accuracy: Municipality</p> <p>Davisum database (matrices) (R): OD (flows) matrices for TC and VP Entity/Accuracy: 606*606 Zones</p> <p>Davisum database (matrices) (R): Travel time matrices for TC and VP Entity/Accuracy: 606*606 Zones</p> <p>Zoning (TAZ) (R): 606 centroids Entity/Accuracy: 606 points</p> <p>Davisum database (Network, TC) (R): A public transport network composed of 4000 nodes and 5000 links for the whole Paris region. About 400 services (trips) during rush hours (2 hours) for RER, train and metro. Less precise data for buses (within zone more than between zones; see DRE). Entity/Accuracy: Zones (606)</p> <p>Davisum database (Network, VP) (R): A road network composed of 5000 nodes and 16 000 links for the whole Paris region Entity/Accuracy: Zones (606)</p> <p>Regional Employment Survey (ERE) 1997 & 2001 (R): Exhaustive database of all firms and plants: detailed sector, number of employees and location (municipality level for all firms and plants in 1997, parcel level for some plants in 2001). Entity/Accuracy: Municipality</p> <p>ZAC and ZAE data (R): Contains information on creations of ZAE and ZAC (can be used to model municipality choices). Should be associated to information on actual projects (in order to estimate other stake holders behaviour).</p> <p>Land use (MOS) (R): At ilot level, it contains the development type of each cell in 83 posts. It is available in years 1982, 1987, 1990, 1994, 1999 and 2008 Entity/Accuracy: Ilot MOS (520 000)</p> <p>GIS representation (ArcGis) networks (R): A Paris map containing the different transport networks. The nodes and links are represented as layers on the Ile de France map.</p> <p>GIS representation (ArcGis), administrative limits (R): A Paris map containing the different administrative limits (departement, municipality)</p>
<p>The use of the software Metropolis exclusively for the purposes of this project only.</p>

[Attachment 2: Background excluded]

Declaration by all parties:

- a. Background not stemming from the relevant research group participating in this project and
- b. Background that has been, and/or will be derived outside of the Project and which the Party, due to third party rights, is not able to grant Access Rights to.

is excluded from the Background.

Background excluded from Access Rights:

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

By ETH Zürich:

KVM-ZH*: Road network, velocities and distances between traffic analysis zones

Entity/Accuracy: Traffic analysis zones

Zones of model for individual transportation*: Describes geometry and location of the traffic analysis zones in the aggregate individual transport model. Most important attribute further describing the zones is their accessibility. Entity/Accuracy: Traffic analysis zones

GG25 municipal borders*: Contains the geometry and location of the administrative boundaries defining the municipalities. Municipalities are a very important spatial unit because a lot of data is aggregated to that level. Entity/Accuracy: Municipality

Population forecast Canton of Zurich*: Number of people living in regions, wards and boroughs of canton Zurich. The age structure of the population is also available. Further more migration data is at hand. Entity/Accuracy: Regions, wards, boroughs of Zurich

Land prices canton of Zurich*: Statistics of transactions of green land designated to industry use. Transactions are scarce (between 1 and 41 transactions per year and region).

Entity/Accuracy: Region

Land prices canton of Zurich*: Statistics of transactions of developed, unbuilt land designated to industry, housing or mixed use. Entity/Accuracy: Region

Real estate transfer statistics*: Statistics of transactions of developed, unbuilt land designated to industry, housing or mixed use. Entity/Accuracy: Municipality

Population census 2000: The population census is describing the demographic, spatial, social and economic development in Switzerland. It es full survey based on written questionairs which are sent to the household per post. Attributes to the following entities are collected:

Persons, households, buildings, housing units, residence, working location, school location. Entity/Accuracy: Person

Effective areas of buildings: The cantonal insurance of buildings maintains a dataset of all buildings in the canton. Especially the floor areas dedicated to different uses are valuable data. Entity/Accuracy: Building

Share of home workplaces*: Describes how many persons stay at home for working. Entity/Accuracy: Household

Residential land share*: A share (or better various shares specific to some spatial unit) indicating how much land is used for residential purpose. Entity/Accuracy: Hectar

Complete public transportation model: Describes geometry and location of the traffic analysis zones in the aggregate public transport model. Most important attribute further describing the zones is their accessibility. Entity/Accuracy: Traffic analysis zones

Building and dwelling register: All buildings dedicated to housing and all dwellings in Switzerland are registered within the population census. Suveyed attributes are for example: parcel number, coordinates, category of building, construction period, year of renovation, area of footprint, number of floors, number of housing units. Entity/Accuracy: Hectar

Vector 25*: VECTOR25 is the digital landscape model of Switzerland that is based on the topographic map 1:25'000. VECTOR25 includes natural and antropogenic objects and is most suitable for usage in GIS. The topic layers are: road network, railway network, other transport infrastructure, hydrological network, primary areas, buildings, bushes and trees, facilities and single objects. Entity/Accuracy: 3-8 m

DHM 25*: Digital terrain model. In a grid of 25m mesh size each point is assigned an x-, y-, and z-value. Entity/Accuracy: Mesh size 25m / 1.5-3 m

Data describing hectar gridcells*: For example vacancy rates, number of single family houses, occupied housing units, total number of housing units, vacant housing units, income of natural persons Entity/Accuracy: Municipality

Microcensus travel behaviour 2000 (*): In 2000 some 27, 918 households (29, 407 individuals) were questioned by telephone on the following main topics: ownership of vehicles, driving licenses and season tickets; daily amount of travel(number of journeys, time spent, distances); reasons for travel and use of means of Abstract: transport, journeys with overnight stays and air travel; attitudes to Switzerland's transport policy.

Entity/Accuracy: Household

Federal Enterprice Census*: The federal enterprice census is a survey of all firms and enterprices of the second and third sector in Switzerland. The objective is the complete coverage of all economic prodction units with regard to economic, social and spatial aspects. The enterprice census actualises the federal enterprice register and serves as reference for a series of statistics. Entity/Accuracy: Hectar

Enterprice census*: This dataset contains characteristic of firms and enterprices aggregated on hectares. Entity/Accuracy: Hectar

Stations of local railway and bus system*: Coordinates, station name and service providing enterprice are indicated for each tram, bus and railway stations in canton Zurich.

Entity/Accuracy: Points

Construction zones*: Contains the geometry and legal status of the construction zones. The legal status defines for example the allowed ratio of floorspace to land area. Entity/Accuracy: Construction zones

Land use statistics 1992/97*: The data provides information on land use and surface coverage. It is a sample survey which conciders points in a regular raster of 100m. Entity/Accuracy: Hectar

Land use statistics 2004/2009*: The data provides information on land use and surface coverage. It is a sample survey which conciders points in a regular raster of 100m.

Entity/Accuracy: Hectar

Microcensus travel behaviour 2005 (*): Telephone survey questioning the following topics: ownership and availability of mobility tools; number, distance and purpose of trips per day; used transportation means; journeys of one day and with overnight stay; attitude towards transport policy in Switzerland; size, living conditions, income, employment situation of households; sex, age, education, employment situation of persons; temporal distribution of traffic (day time, weed day, season, year); spatial distribution of traffic (Switzerland, cantons, regions, city, agglomeration, couttryside, foreign countries) Entity/Accuracy: Household

Federal Enterprice Census 2001*: Results of the Federal Enterprice Census 2001. The federal enterprice census is a survey of all firms and enterprices of the second and third sector in Switzerland. The objective is the complete coverage of all economic prodction units with regard to economic, social and spatial aspects. The enterprice census actualises the federal

<p>enterprise register and serves as reference for a series of statistics. Entity/Accuracy: Hectar</p> <p>Land prices city of Zurich: Statistics of transactions of developed, unbuilt land for the city of Zurich. Entity/Accuracy: Construction zones</p> <p>Parcels: Geometry of the parcels in the city of Zurich. Entity/Accuracy: Parcel / 5-10 cm</p> <p>Fly-over noise: Shows isophonic zones with a given decibel level produced bei aircrafts visiting the airport of Zurich. Entity/Accuracy: Isophonic areas</p> <p>Street noise immission: The footprint geometries of buildings is assigned a decibel noise immission produced by vehicels on streets. Entity/Accuracy: Building</p> <p>Street noise emission: Line segments (representing the street network) are assigned frequencies out of which noise emissions may be calculated. Entity/Accuracy: Street</p> <p>Noise of shooting ranges: Shows isophonic zones with a given decibel level produced bei shooting ranges. Entity/Accuracy: Isophonic areas</p> <p>Railway noise: Line segments (representing the railway network) are assigned noise emissions levels (Leq for day and night). Entity/Accuracy: Railway</p> <p>NO2 Immission Gridcells: Teh NO2 immissions in the canton Zurich were calculated with the model „PolluMap“ base on the emision catastre. The emission catastre is based on the energy- and air-hygiene-database and the transport network emissions. Entity/Accuracy: Hectar</p> <p>Data on development projects: Entities are development projects with attributes like: description of project, municipality, parcel number, constructing zone, type of principal, name and adress of principal, costs of the project, number of new buildings and dwellings. Entity/Accuracy: Building</p> <p>* can be obtained from the data owner (generally the Swiss Federal Statistical Office, FSO) with a direct contract between owner and partner.</p>
<p>By STRATEC:</p> <p>Zone-to-zone accessibilities expressed in "generalised times": Zone-to-zone accessibilities derived from the transport models developped by Stratec (SATURN and VISUM models). These are accessibilities per mode (car and public transport). Entity/Accuracy: Level of the zoning system of the SATURN and VISUM models</p>
<p>By TUB:</p> <p>Technische Universität Berlin on behalf of its Institute of Verkehrssystemplanung und Verkehrstelematik excludes all background of all its institutes which are not participating in the SustainCities Project. It further excludes all background of its Institute of Verkehrssystemplanung und Verkehrstelematik which is not related to the project.”</p>

[Attachment 3: Accession document]

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 4: Listed Affiliated Entities]

None

[Attachment 5: Initial list of Members and other contact persons]	
ETH Zürich	
<p>Prof. Roman Boutellier Rämistrasse 101, CH – 8092 Zürich</p> <p>K.W. Axhausen</p> <p>Balz Reto Bodenmann Andreas Horni Kirill Müller Patrick Schirmer Basil Vitins Christof Zöllig</p> <p>IVT, Wolfgang-Pauli-Strasse 15, CH – 8093 Zürich +41-44-633 3105</p>	<p>Legal and administrative matters</p> <p>Co-ordinator.</p> <p>Researcher Researcher Researcher Researcher Researcher Researcher</p>
Ecole Normale Supérieure de Cachan	
<p>Jean-Yves Merindol Jean-Francois Roch</p> <p>Andre de Palma</p> <p>Nicolas Coulombel Navid Khademi Seghir Zirguini Kilani Moez Fabrice Marchal Nicolas Drouhin Hugo Harari Kermadec</p> <p>Av. du Président Wilson 61, F-94235 Cachan</p>	<p>Legal and administrative matters</p> <p>Scientific co-ordinator</p> <p>Researcher Researcher Researcher Researcher Researcher Researcher Researcher</p>
Institut National d'Etudes Demographiques	
<p>Elisabeth Morand Service Méthodes Statistiques</p> <p>Catherine Daurèle Direction des Relations Internationales</p> <p>Laurent Toulemon Unité de Recherche 3 – Fécondité, Famille, Sexualité</p>	<p>Project leader</p> <p>Administrative matters</p> <p>Researcher</p>

<p>Arnaud Bringé Service Méthodes Statistiques</p>	<p>Researcher</p>
<p>Sophie Pennec Unité de Recherche 13 – Comparaisons internationales : analyses et prospectives</p> <p>INED – Institut National d’Etudes Démographiques 133, boulevard Davout, F- 75980 Paris cedex 20</p>	<p>Researcher</p>
<p>Universite catholique de Louvain</p>	
<p>Catherine Rouyer Bruno Delvaux Camille Focant</p> <p>Isabelle Thomas</p> <p>Jacques F. Thisse Dominique Peeters Alain Pholo-Bala</p> <p>Place de l'Université 1, 1348 Louvain-la-Neuve, Belgique</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p> <p>Researcher Researcher Researcher</p>
<p>Katholieke Universiteit Leuven</p>	
<p>Paul Van Dun, K.U.Leuven R&D, Elke Lammertyn, K.U.Leuven R&D</p> <p>Minderbroedersstraat 8a, box 5105, B- 3000 Leuven</p> <p>Stef Proost</p> <p>Naamsestraat 69 - box 3500, B-3000 Leuven</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p>
<p>STRATEC</p>	
<p>Hugues Duchâteau</p> <p>Sylvie Gayda</p> <p>Avenue Adolphe Lacomblé 69-71, B-1030 Brussels</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p>

National Technical University of Athens	
<p>Despina I. Alatopoulou Yannis Polyzos</p> <p>Constantinos Antoniou</p> <p>Basil Psarianos Emmanouela Siwra Eva Kazagli Georgia Papadaki Alexandra Kondyli Ioanna Spyropoulou</p> <p>Heroon Polytechniou Str. 9, GR-15780 Zografou</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p> <p>Researcher Researcher Researcher Researcher Researcher</p>
Technische Universität Berlin	
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Ecole Polytechnique Federale de Lausanne	
<p>Gérald Parisod</p> <p>Michel Bierlaire</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p>

<p>Ricardo Hurtubia Gunnar Flötteröd Olivier Gallay</p> <p>Station 18, CH-1015 Lausanne</p>	<p>Researcher Researcher Researcher</p>
Universita Bocconi	
<p>Luigi Pellegrino Bruno Pavesi</p> <p>Francesco Billari</p> <p>Alessandra Michelangeli Rodolfo Baggio</p> <p>Via Sarfatti 25, I-20136 Milano</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p> <p>Researcher Researcher</p>
Universite de Cergy-Pontoise	
<p>Emmanuel Poirault Francoise Moulin-Civil</p> <p>Nathalie Picard</p> <p>Fabrice Barthelemy Kiarash Motamedi Jean-Luc Prigent Olivier Donni Catherine Bonvalet</p> <p>Boulevard du Port 33, F-95011 Cergy-Pontoise Cedex</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p> <p>Researcher Researcher Researcher Researcher Researcher</p>
University of California, Berkeley	
<p>Jyl Baldwin Patricia Gates</p> <p>Paul Waddell</p> <p>Hana Sevcikova</p> <p>2150 Shattuck Avenue, Suite 313, USA-94704-5940 Berkeley, CA</p>	<p>Administrative, financial and legal matters</p> <p>Project leader</p> <p>Researcher</p>

[Attachment 6: List of Third Parties] List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.	
None	