

LEFIS APTICE PARTNERSHIP AGREEMENT

BETWEEN:

Universidad de Zaragoza, represented by the Rector, Prof. Felipe Pétriz Calvo, Address: Pedro Cerbuna,12 , 50009 Zaragoza, Spain

Hereinafter the Coordinator.

And:

Instituto Politécnico de Beja, represented by the President, Prof. José Luís Ildefonso Ramalho, Address: Rua de Santo António, 1-A, 7800-906 BEJA, Portugal
The above are hereinafter referred to as the partner.

WHEREAS:

The partner to this agreement, joining his expertise in the concerned field with the other partners has submitted a proposal through the coordinator to the Commission of the European Community for a project entitled:

LEFIS - APTICE. Legal Framework for the Information Society II
SOCRATES PROGRAMME
Erasmus Thematic Network

The Project has been accepted by the European Commission, and the project number is:
Erasmus Thematic Network, 225990-CP-1-2005-1-ES-ERASMUS-TN.

The parties have decided to conclude this Agreement in order to define their respective rights and obligations with respect to the performance of work under the European Commission Contract. The contract details the financial proceedings of the thematic network regarding the commission grant.

IT IS AGREED AS FOLLOWS

Article 1

This agreement is composed of the body content and the Annexes, which are the application to the European Commission where the workload and budget is established, the EU contract or Grant Agreement and possibly a statement on the partner's intellectual property rights and on confidentiality

This agreement regulates the relation between the parties, that is, the obligations and rights of the coordinator and the partners and the regulation of the partnership.

Article 2 Definitions

In this agreement, capitalised terms shall, unless the context otherwise requires, have the meaning ascribed to them in the contract (Annex 2 to this agreement).

1. Project: shall mean the work programme defined in the Annex 1.
2. EU contract shall mean the agreement signed between the coordinator and the European Commission: project number Erasmus Thematic Network, 225990-CP-1-2005-1-ES-ERASMUS-TN.
3. The Coordinator shall mean University of Zaragoza.
4. Partners: the members of the Erasmus Thematic Network, 225990-CP-1-2005-1-ES-ERASMUS-TN.
5. Creator/inventor: shall mean the partner who has contributed to the project with any material protected by intellectual property rights.
6. Third party rights mean all copyright and other intellectual property rights which are not vested in the parties.
7. Joint results: shall mean the work results obtained as a contribution of various partners.

Article 3 Purposes and Scope

The parties hereby undertake to cooperate on the conditions hereinafter defined in order to execute and fulfil the EU contract as defined in the Annex 2.

The scope of the project:

1. Developing coherent training and study programmes, which provide teaching in Information Society Law which effectively matches the social needs and expectations according to the Tuning methodology;
2. Developing a certification and implementation system which assures the consolidation, exploitation and dissemination of those programmes;
3. Developing an educational, research and policy-making infrastructure capable of carrying out studies and making regulative proposals on the governance of the information society.

The expected outputs of the project shall be shared according to this agreement, including the intellectual property rights and other related rights.

Article 4 Duration / Termination of the agreement.

1. This agreement has effects from October the 1st 2005, and shall remain applicable until 30th September 2007.
2. The agreement may be terminated in the event that the partner should fail to perform its obligations, and independently from consequences provided for in applicable law. The termination is decided by a vote of the Network Steering Group requiring a majority of two third of the membership of the Network Steering Group. The vote may take place by written procedure (including e-mail).
3. If – in event of unforeseen circumstances – the partner is not able to fulfil his obligations regarding the project, the partner will have the right to terminate this agreement. To do

so, the partner should communicate this termination coordinator by a letter, to be received one month before the date of termination.

Article 5. General Assembly.

The partners shall establish a General assembly composed of one representative of each partner. Each representative shall have one vote. Each partner shall have the right to replace its representatives and / or to appoint a proxy by informing the coordinator by post, fax or e-mail.

The coordinator's representative shall chair the General Assembly.

The General Assembly shall meet at agreed intervals or at the request of its chairman or at any other time at the request of one of the partners where one third of the partners agree.

Meetings shall be convened by the chairman giving at least 15 calendar days prior notice and submitting an agenda. For matters of substance the minutes of General Assembly meetings shall be considered as a true record by the partners if within 15 days of receipt thereof the parties have not objected in writing.

The General Assembly shall be in charge of:

1. Managing the project through the Network Steering Group controls and reports.
2. Approval of the Work programme defined in Annex 1, together with the allocation among the partners of the funding provided by the commission under EU contract, and the re-allocation among the partners at the end of the project of any such funding which remains unused, based on the Network Steering Group proposal. It is necessary to obtain the 80% positive votes of the total participants in the assembly to made changes in the Work programme and the budget
3. Considering proposals made by the partners for the review and/or amendment of:
 - The terms of the EU contract.
 - Termination of the date of the EU contract
 - EU contract amendments and extensions.

These decisions must be taken unanimously

A Network Steering Group (NSG) will be created as a directing group. The NSG will be elected at the General Assembly by the representatives of the LEFIS partners. A representative of the coordinator will be of right a member of the NSG. The NSG will be responsible for the functions relating to the proper fulfilment of the EU Contract and this agreement.

Article 6. Coordinator.

The coordinator shall assume overall responsibility for liaison between the Partners and the Commission concerning the project, and for the administration of the implementation of the EU contract.

Such functions shall be limited to:

- a) Meeting and correspondence with the Commission and third parties, including without limitation, the submission of extensions to the EU contract in accordance with article 5. 3 above and the coordination of further negotiation of the EU contract.
- b) Administration of the project and follow up of the decisions made by the LEFIS Steering Group.
- c) Realization of bilateral agreements on behalf of the project.
- d) Supervision of progress relative to the achievements of LEFIS objectives.
- e) Transmission of any document concerning the project between the partners and from the partners to the Commission.
- f) Preparation and chairing of the General Assembly.

Article 7. Network Steering Group (NSG)

Eight (8) representatives among the LEFIS partners will compose the Network Steering Group. The NSG members will be appointed by the General Assembly according to the procedure defined in article 5.

The NSG will meet at least once per year. Further meetings will be arranged when the coordinator's representative considers there is a requirement to meet.

The chairman of the NSG will be elected among the group. The chairman will convene the meetings giving at least 15 calendar days prior notice and submission of the meeting agenda.

The NSG will be in charge of:

1. Approval and amendments of the proposed plans and activities of the General Assembly proposed by the coordinator.
2. Allocation of the grant according to the aims of the project and on the basis of the General Assembly's decisions taken under article 5.2.
3. Informing the General Assembly through the coordinator on the management of the project.
4. Acting in place of the Coordinator when it is necessary and it is not possible due, for example, to location or force majeure.
5. Resolving conflicts between the partners and/or work package activities .
6. Act as arbitrator to the partners when the partners agree to arbitration.
7. Applying of article 4.2 and 4.3 of this present agreement.

Article 8 Costs, common charges and payments.

- a) As detailed in the application documents each party shall bear its own costs in connection with the achievements of the LEFIS objectives. Thus each party will afford the staff costs, the direct costs and indirect costs in addition to the EU funding.
- b) The coordinator will share the EU funding in accordance with the allocation method detailed in the Annex 1 (Application, paragraph "Explanation for allocation of grant per participating institution" page 81) and according to the rules of articles 5.2 and 7 of this agreement.

- c) The coordinator will establish bilateral agreements with the partners or third institutions regarding the project objectives where it will be specified the funding to be afforded by the partners or third institutions in each working project, with the agreement of the NSG .

Article 9 Obligation of the partner.

The partner undertakes to:

1. Make the necessary arrangements for the execution of the programme of work which is the subject of this agreement, , with a view to achieving the objectives of the project as described on the Annex 1.
2. Fulfil all provisions on the Grant Agreement between the coordinator and the commission.
3. Provide the coordinator with any information or documents it may require and which are necessary for the administration of the project.
4. To share, to the extent necessary for the purposes of the project, their pre-existing know-how whenever there is no previous limitation and/or any other previous copyright protection, patent or trade secret. The partner agrees to respect the intellectual Property rights of all other partners.

Art. 10. Ownership/Use of the results

Publications

All publications of the partners will acknowledge the project and acknowledge that the project received funding from the Commission's Erasmus Thematic Network Programme. And any publication or communication made pursuant to this Article is required to indicate the contribution made by each of the partners to the conduct of the research.

Nothing contained in the above paragraph shall prevent:

- the submission of a thesis to examiners in accordance with the normal regulations and practice of the Public bodies. The examiners are bound by confidentiality provisions in no less terms than those outlined in article 11.
- the obligation of a partner to issue a scientific activity report for the State or administrative organization it belongs to. This communication shall not constitute a public disclosure, but will be an internal communication from the partner.

Any proposed publication or communication by one of the partners, regardless of the media (including any plan or model), in connection with all or part of the project and/of the knowledge is required to be submitted to the other partners by the Coordinator

To this end, the abstract of the proposed publication or communication shall be submitted by the Coordinator to the other partners by the usual communication channel of the project. The partners shall have a period of one (1) calendar month from the date of receipt of the proposed publication or communication to object to the publication/communication. Beyond this period, this consent shall be deemed to have been given.

This objection may consist in :

- a) a request for modifications, specifically if certain pieces of information contained in the proposed publication or communication are likely to affect the industrial and commercial use of Knowledge, provided however that the scientific content and conclusions remain unaltered; or
- b) a request that the publication or communication be postponed if, in its opinion, real and serious reasons require this, especially if the information contained in the proposed publication or communication should be the subject matter of industrial property protection.

However, none of the partners may withhold their consent to publication or communication upon the expiry of a period of six (6) calendar months

General principles regarding Pre-Existing Know-How (PEKH)

Each partner is and remains the sole owner of its intellectual and industrial property rights over its Pre-Existing Know-How (PEKH). Unless expressly provided otherwise, trademarks are not part of the PEKH..

Access Rights may be granted only on Pre-Existing Know-How and Knowledge arising from the research carried out by the partner's departments, institutes, or laboratories implied in the project, as described in the Annexes 1, 2 and 3 subject to the respect of disposals of the EC Contract and of this Consortium Agreement.

The partners have identified and listed in Annex 3 of the Consortium Agreement, the Pre-Existing Know-How (PEKH) needed to perform the Project, and in respect of which they may grant Access Rights.

The partners agree that all other Pre-Existing Know-How shall be considered as unnecessary for the implementation of the project, and thereby excluded from any Access Right, provided, however, that the partners may update Annex 3 to extend the listed Pre-Existing Know-How needed for the Project.

General principles applicable to Knowledge

Knowledge shall be the property of the partner generating the said Knowledge.

If in the course of the project, several partners jointly carry out work generating the Knowledge and if their respective share of work cannot be ascertained, they shall have joint ownership of that Knowledge.

The partners concerned ("Co-owners") agree to jointly apply to obtain and/or maintain the relevant intellectual and industrial property rights and shall strive to set up among themselves appropriate agreements in order to do so.

These co-ownership agreements shall specify, inter alia, the applicable arrangements in case of the extension of rights as well as those applicable to the allocation and assumption of expenses in connection with the requested protection. The share of each of the Co-owners to the

development of the Knowledge shall be defined proportionally to the resources implemented by each, whether human, financial or intellectual.

So long as any such rights are in force, such Co-owners shall be entitled to use and to licence such rights on a non-exclusive basis with a financial compensation to be decided on a case-by-case basis in accordance with the agreement concluded with the prior written consent of the other Co-Owners. This compensation will be due to Public bodies.

Protection of Knowledge

In case a partner ("Originator") decides in its sole discretion that it does not intend to seek adequate and effective protection over either parts of or its Knowledge resulting from the project, then, the Originator shall inform in writing the other partners, through the Coordinator, and any partners interested in applying to obtain and maintain such protection shall inform the other partners through the Coordinator and in writing within one (1) month of receipt of the relevant notice.

In case several partners are interested in so applying, they shall strive to set up amongst themselves and with the Originator appropriate agreements to this end.

The foregoing shall be without prejudice to the Access Rights of all partners that will remain unaffected.

The agreement concluded between a partner and a subcontractor shall prohibit the subcontractor from applying for any intellectual or industrial property right with regard to the Knowledge.

Use and dissemination

If dissemination of Knowledge does not adversely affect its protection or use and subject to legitimate interests, the partners shall ensure further dissemination of their own Knowledge as provided under the EC Contract (Annex 2) and this Consortium Agreement.

All copyright and rights in the nature of copyright in any work, documents, paper, information, data and results produced by any individual partner for the purpose of the project and any methods, patents, processes or procedure developed by them for the purpose of the project, shall remain the ownership of the partner. The partner authorises the coordinator to exploit the result of the project according to the rules set below.

Any proceeds received by the coordinator from commercialisation shall be distributed between the partners according to agreed procedures. These procedures will be decided by the NSG after discussion with partners.

The partnership is aware of the Commission's right to freely use the results of the project as is the owner of part the results in accordance to the grant provided to the project, as specified in the EU contract.

The material will be accessible to the partnership within the common objectives of LEFIS. Access rights will be granted to the partnership for the purpose of carrying out the project and for achieving common objectives.

Each partner agrees not to use knowingly any proprietary rights of other parties that require license or permission. Each partner shall clearly list, under Annex 3, all intellectual property rights if their use by the rest of the partners requires permission

The rights of the creator/inventor will be preserved. Any use requires the permission of the creator/inventor. Each partner remains the holder of any intellectual property rights produced by his contribution.

Any third party right prior to this agreement will have to be exploited within the limitation of its partner associate contribution to the network and its right over it.

Where a partner intends to use the results of the some property from another partner for commercial purposes, permission or license must be obtained from the coordinator acting as agent for the copyright holder, who will inform the developer of any requests in order to preserve the rights of the developer.

Any use of the LEFIS trademark, will be agreed in bilateral negotiations between the coordinator and the partners or third parties. Agreed use by LEFIS partners will be on a royalty-free basis .

This article will continue to bind the partners beyond the duration of the agreement as set out in article 4.1.

Access rights

Each Contractor shall take appropriate measures to ensure that it can grant Access Rights and fulfill its obligations under the EC Contract and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work package for the project.

The partners agree that Access Rights needed for the execution of the Project or for Use, shall be granted on a non-exclusive basis.

The partners agree that, for the execution of the Project, needed Access Rights shall be granted on written request to the owner of the Pre-Existing Know-How's or Knowledge.

Access Rights to Knowledge and Pre-Existing Know-How needed for Use shall be granted upon bilateral agreement between the partners concerned.

The partners also agree that, if not otherwise provided in this Consortium Agreement or granted by the owner of the Knowledge or the Pre-Existing Know-How, Access rights shall not include the right to grant sublicenses.

In relation to the grant of Access Rights, "needed" or "need" shall mean that, without the grant of such Access Rights:

- in the case of Access Rights granted for the execution of the project, carrying out the tasks assigned to the recipient partner would be impossible, significantly delayed, or require significant additional financial or human resources.
- in the case of Access Rights granted for Use, the Use of a defined and material element of the recipient partner's own Knowledge would be technically or legally impossible.

Affiliates

Upon request, each partner shall grant Access rights to the Affiliates of the requesting partner identified in Annex 1, as if such Affiliates were parties hereto, provided all such Affiliates are bound by all confidentiality and other obligations of the partners under the EC Contract and under this Consortium Agreement, including but not limited to confidentiality undertakings as if such Affiliates were parties thereto.

A parent company, which is not a partner for the purposes of the EC Contract with the Commission is not eligible to benefit from any Access Rights.

Upon cessation of the control of an Affiliate, any Access Rights granted to such Affiliate in respect of Knowledge or Pre-existing Know-How shall expire, except otherwise agreed between such Affiliate and the partner concerned. The partner shall inform the Executive Committee of any changes.

Access Rights for third parties

Each partner (the "first partner") may enter into a technical cooperation or licensing arrangement with a third party in respect of any minor amount of Knowledge of another partner (the "second partner") which have been unavoidably incorporated into or amalgamated with the first partner's own Knowledge.

In such circumstances and upon request of the first partner, the second partner shall grant to the first partner non-exclusive licenses over its Knowledge against terms and conditions to be agreed upon, provided that no legitimate interests of the second partner oppose the grant of any such license.

Access rights for execution of the Project

The partners agree that the Access Rights to the Pre-existing Know-How needed for carrying out their own work under the project shall be granted on a royalty-free basis.

The partners agree that the Access Rights to the Knowledge needed for carrying out their own work under the project shall be granted on a royalty-free basis.

Access rights for Use of Knowledge

The partners agree that the Access rights to the Pre-Existing Know-How needed for the requesting partner in order to Use its own Knowledge shall be granted on fair and non-discriminatory conditions.

The partners agree that the Access Rights to the Knowledge needed for the requesting partner in order to use its own Knowledge shall be granted on:

- Fair and non discriminatory conditions

Database and Software Access Rights

The general provisions for Access Rights are applicable also to database and Software.

The partners agree that when applied to Software, Access Rights shall not include access to Source Code but only to Object Code or, if the normal use of such an Object Code requires an API, access to the Object Code and such an API.

Access Rights to Source Code may be granted on request. The partner owner of the Source Code may reject any such request, unless needed as described above. Access right to Source Code will be granted subject to separate agreements only to be concluded between the partners concerned.

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 partner granting the Access Rights.

Access Rights to database or Software for execution of the Project

Access Rights to database or Software that are Knowledge or Pre-existing Know-how (PEKH), needed for the execution of the Project shall be granted upon written request, specifying the scope and duration of their application particularly with respect to database and Software which are Pre-existing Know-how.

Access Rights to Software comprise a non-exclusive, non-transferable right to install, use and reproduce it exclusively in the field of the requesting partner's subproject and only for the execution of the task of the requesting partner.

The partners agree that when applied to database, Access Rights include the right to extract in whole or in part the content of the concerned database.

Access Rights to database or Software for Use of Knowledge

Access Rights to database or Software, which are Knowledge or Pre-existing Know-how needed for Use shall be granted upon a bilateral agreement between the partners concerned.

This agreement shall define the scope, the financial conditions, the duration of the Use and the assigned right

The partners agree that when applied to database, Access Rights for Use shall include the right to extract data only when it is necessary for the customers of the requesting partner to use the concerned rights.

Article 11 Confidentiality.

During the term of the Project and for a period of five (5) years thereafter, the partners shall treat as confidential any information which is designated as proprietary by the disclosing partner by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing partner.

The parties should remain bound by this obligation with special attention to the rights over the results beyond the end of the project,

Each partner shall specify, under Annex 3, which information is considered confidential and can not be disseminated by the rest of the partners.

Each partner undertakes (in addition and without prejudice to any commitment under the EC Contract) that:

- i. the receiving partner shall not use any such information for any purpose other than in accordance with the terms of the EC Contract and this Consortium Agreement, and
- ii. the receiving partner shall not disclose any such confidential information to any third party except with the disclosing partner's prior written consent, and
- iii. such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing partner.

The confidentiality obligation stipulated above does not extend to Information for which the beneficiary partner can prove that it:

- had a public nature prior to its communication by the other party or fell within the public domain after its communication by the other party but though not fault of its own;
- was already in its possession at the time of signature of the Consortium Agreement;
- is received from a third party without breach of any secrecy obligation;
- is subsequently developed by or for the beneficiary partner independently of the confidential information received from the disclosing partner;
- had to be communicated to comply with applicable laws or regulations or with a court of administrative order provided that insofar as reasonably possible, the receiving partner shall have informed the disclosing partner of such need and shall have complied with the disclosing partner's reasonable instructions designed to protect the confidentiality of such information;

The partners shall contractually impose the same obligations on all of their employees or any other personnel working for a partner, who may have access to confidential information, to the maximum extent and for the maximum duration authorised by law, including upon the end or the termination of their employment or work.

These obligations do not concern any employee or any other personnel working for a partner already submitted to confidentiality clauses in their working contract.

Article 12 Jurisdiction.

1. In case of dispute or differences between the parties arising out or in connection with this agreement, partners shall endeavour to resolve issues amicably.
2. The parties agree that arbitration by the NSG is the recommended solution. If arbitration by the NSG is not accepted, any resolution of any matter by arbitration will be dealt with under Spanish arbitration law
3. Provided that a dispute cannot be settled amicably or by arbitration, the Law applicable to the present Agreement is the law of Spain.

Without prejudice to points 1 and 2, all disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be subject to the exclusive jurisdiction of the tribunals and courts of Zaragoza, Spain.

4. Article 13 Amendments.

Every amendment to the present agreement can be done by prior notification to the coordinator, who will undertake them taking care of the good ending of the project. Any amendment considered essential by a partner to this present agreement must be agreed with the coordinator who will consider whether it negatively affects the rights and obligations of the other parties. If so the coordinator will communicate the request for amendment to the NSG for discussion.

Annex 2 is a document able to be amended according to its own rules established in the EU contract. If any of such modification affects in any substantive way this agreement, it will be communicated to the partners that they can exercise their right of termination according to point 3 of article 4

Annexes:

1. LEFIS application to the European Union.
2. Grant Agreement Signed between LEFIS and the European Union.
3. Statement on Intellectual Property Rights and confidentiality.

IN WITNESS WHEREOF , the parties hereto have signed this Agreement in Zaragoza, Spain, and,___ May 2005

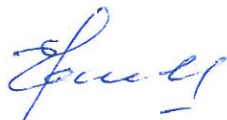
FOR Universidad de Zaragoza
Signature



Name: Felipe Pétriz Calvo
Rector



FOR Instituto Politécnico de Beja
Signature



Name: José Luís Ildfonso Ramalho
President

