

ChangeLog	
27-Aug-2018	first version draft for discussion
7-Jan-2019	2nd version draft for finalization, incorporating comments received so far (none substantial)
24-Jun-2019	big review from SW, mainly appendix
27-Jun-2019	comments from FH

This draft is based on the EPOS (-Seismology) and H2020 DECSA template / example

Consortium Agreement

for the

European Facilities for Earthquake Hazard and Risk

EFEHR

between:

University of Patras, Laboratory of Seismology

hereinafter referred to individually as 'Party', collectively or in groups as 'Parties'

Preamble

Whereas the Parties to this agreement recognize the value of *coordinated efforts* towards the assessment of seismic hazard and risk, towards a better harmonization of data, information and knowledge as collaborative basis for the development and dissemination of models at regional, national and European levels, and towards fostering the understanding of seismic hazard and risk by all stakeholders, including scientists, the general public, insurance industry and decision makers,

Whereas the Parties to this agreement wish to establish and participate in activities to jointly guide, plan and implement this pan-European coordinated approach *in the field of seismic hazard and risk* and to this purpose wish to establish the *European Facilities for Earthquake Hazard and Risk Consortium* (EFEHR Consortium),

Whereas the Parties wish to define their rights and obligations as part of the EFEHR Consortium,

It is hereby agreed as follows:

Article 1: Parties to this agreement

Parties to this agreement are academic institutions, research centres, governmental offices etc. from countries within EFEHR's geographic Area of Competence as defined in the EFEHR Internal Rules (Annex 1) that have a role or mandate in the scientific and/or regulatory elaboration, assessment or evaluation of seismic hazard or risk, on a regional, national, or transnational level.

Any Party shall sign the EFEHR Consortium Agreement in its actual version.

Founding Parties of the EFEHR Consortium are all Parties that have signed the EFEHR Consortium Assembly by the date of the first Consortium Assembly.

Any addition of a new Party to the EFEHR Consortium requires the approval of the Consortium Assembly. The accession of any new Party shall enter into force upon the date of the decision of the Consortium Assembly of accepting that Party to the Consortium.

Any Party may withdraw from the EFEHR Consortium upon request, by giving written notice to the current Consortium chair. The withdrawing Party undertakes to complete its commitments taken up to the date of its withdrawal regarding any activities of the Consortium.

Article 2: Purpose of this agreement

This EFEHR Consortium Agreement sets out the organizational and managerial guidelines for the cooperation of the Parties in the EFEHR Consortium and the conduct of its activities, the rights and responsibilities of the Parties, and the role of the EFEHR Consortium with respect to other stakeholders, in particular towards the European Plate Observing System EPOS.

Article 3: Organization of the EFEHR Consortium

3.1 Consortium Assembly

The EFEHR Consortium Assembly is the assembly of the EFEHR Consortium Party representatives, and thus is the principal decision-making body of the EFEHR Consortium.

The *Consortium Assembly* may have additional individual or institutional members according to its Internal Rules. Each Party representative and additional member of the Consortium Assembly has one vote.

Any scientific / academic or national institution may apply for Observer status to the EFEHR Consortium Assembly.

The EFEHR Consortium Assembly may directly invite a scientific / academic or national institution to become an Observer to the EFEHR Consortium Assembly.

Observers have no vote in the Consortium Assembly, but otherwise may participate in all activities of the Consortium. Details of the Observer status (application and acceptance process, duration, ...) are defined in the EFEHR Consortium Internal Rules.

The procedures of the Consortium Assembly are detailed in the Internal Rules.

3.2 Consortium Chair

A Consortium Chair is elected among the Party representatives in the Consortium Assembly. The term of the mandate of the Chair is 4 years, renewable once.

3.3 Consortium Secretariat

A Consortium Secretary is elected, proposed by one of the Consortium parties. The term of the Secretary is 4 years and renewable.

3.4 Executive Committee

The Executive Committee of the EFEHR Consortium is responsible for the day-to-day business of the Consortium, the preparation of Consortium Assemblies and the follow-up implementation of Consortium Assembly decisions.

Members of the EFEHR Executive Committee are the Consortium Chair and 4 individuals elected by the Consortium Assembly. Executive Committee members are elected for a period of 4 years, renewable once.

3.5 Other Consortium Bodies

The Consortium Assembly may establish additional bodies of the EFEHR Consortium in accordance with the Internal Rules.

The Internal Rules of the EFEHR Consortium and its bodies are detailed in Annex 1 of this Consortium Agreement.

Article 4: Activities of the EFEHR Consortium

The EFEHR Consortium is the governing body of EFEHR. It conducts, among others, the following activities:

- coordinate seismic hazard and risk assessment on a European level, including the coordination and harmonization of data, methods and scientific approaches, as well as development of best practices;
- maintain and make available the Earthquake Hazard Model for Europe (ESHM), including the planning and coordination of further updates;
- promote coordinated research activities and a joined research and development agenda in the area of seismic hazard and risk assessment;
- promote coordinated activities related to the development of reference seismic hazard maps for the European Committee for Standardization CEN/TC250 Eurocode 8 'Earthquake resistance design of structures';
- organize and provide oversight for European level services for seismic hazard and risk as part of the European Plate Observing System (EPOS) Research Infrastructure, in particular as part of the Thematic Core Service EPOS Seismology, including organization of representation of EFEHR in the EPOS Seismology Consortium and in other EPOS governance bodies where relevant;
- support scientific discussions and training of EFEHR participants as well as the wider community to improve key elements of the seismic hazard and risk assessment, supported by tools, peer-review, performance benchmarking, training events and workshops;

- facilitate exchange of information on, and develop a coordinated and harmonized approach towards, dissemination and publication of seismic hazard and risk information.

Article 5: Rights and Obligations of the Parties

Each Party undertakes to participate in the efficient implementation of the EFEHR governance and the activities of the EFEHR Consortium, and to fulfil, promptly and on time, any obligation that it may be charged with in the scope of its mandate.

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

Each Party shall promptly provide all reasonably required information having bearings on other EFEHR activities.

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

Article 6: Budget and Financial Matters

Each Party shall participate in the EFEHR Consortium activities with its own resources.

Any financial support that may be awarded to a specific EFEHR member for contributions to the EPOS infrastructure as part of an agreement with EPOS-ERIC or any other third party is in the sole responsibility of the respective EFEHR member.

Any distribution of common funds allocated to EFEHR by EPOS-ERIC or any other third party shall be subject to a decision of the Consortium Assembly (2/3 majority).

Any provision regarding a joint budget requires a unanimous vote of all members of the Consortium Assembly that are expected to contribute to that budget.

Article 7: Data and Intellectual Property Rights

7.1 General Principles

The principles and processes of handling data and intellectual property rights within the activities of EFEHR are based on the EPOS data policy (Annex X) and in the specific EFEHR data policy and data management guidelines (Annex Y). The provisions of these documents, as they may affect the EFEHR Consortium and its members, are complemented with this article.

Provisions regarding data policies, intellectual property rights, and data management pertaining to EFEHR contributions within EPOS Seismology are detailed in the respective agreements.

When new Intellectual Property is generated within the activities of the EFEHR Consortium, the general principles of the EPOS data policy and this article shall apply.

7.2 Joint Ownership

In case of joint ownership¹: each of the joint owners shall be entitled to use their jointly generated and jointly owned research results, whether patentable or not, for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s). Each of the joint owners shall be entitled to otherwise exploit the jointly owned research results and to grant non-exclusive licenses to third parties if the other joint owners are given prior notice and compensation.

7.3 Background

Each Party shall own and continue to own its Background and nothing in this Agreement shall transfer those rights to another Party. The Parties do not intend any other assignment of or license to Background than is explicitly provided for in this Agreement.

Subject to any third-party rights, each Party hereby grants to the other Parties, a non-exclusive, royalty-free license under the owning Party's Background to use the owning Party's Background for the purpose of carrying out the tasks under this Agreement. Furthermore, the Parties have a royalty-free, non-assignable right to use Background for further use within the activities of the EFEHR Consortium.

7.4 Results

Results shall belong to the Party or Parties generating it.

Subject to any third party rights, each Party hereby grants to the other Parties a non-exclusive, royalty-free license to use its Results for the purpose of carrying out tasks under this Agreement. Each Party shall be responsible for securing rights, to the necessary extent, to such Results from its employees, students, and/or any sub-contractors

Article 8: Confidentiality

8.1 General Principles

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

8.2 Obligations

The Parties hereby undertake, for a period of 4 years after the termination of this Agreement:

- 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.

¹ for a summary of joint ownership IP issues see <https://www.iprhelpdesk.eu/sites/default/files/newsdocuments/Fact-Sheet-IP-Joint-Ownership.pdf>

The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

Article 9: Liability

Except as otherwise specifically agreed, each Party shall only be liable towards the other Parties for direct damages, whether based on personal injury or material damage, it or the persons charged with the fulfilment of its obligations have caused through gross negligence or wilful misconduct.

No Party shall be liable to any other Party for special, collateral, incidental or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from any breach of any of the provisions of this Agreement or arising out of the termination of this Agreement and or of the EFEHR Consortium.

Each Party is liable only for its own part and the Parties do not have joint liability against third parties.

Article 10: Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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 in any applicable competent court.

Article 11: Duration of this Agreement

11.1 Entry into force

This Consortium Agreement enters into force with the establishment of the EFEHR Consortium at its initial Consortium Assembly if at least 5 parties have joined.

11.2 Expiration

This Consortium Agreement expires after 10 years, unless the Consortium Assembly decides to extend the Consortium Agreement for another 10 year period by a 2/3 majority vote.

11.3 Termination or extension

This Consortium Agreement can be terminated by unanimous decision of all Consortium Parties.

This Consortium Agreement shall terminate automatically if there are less than three Consortium Parties.

11.4 Survival of rights and obligations

Any rights and obligations pertaining to Articles 7, 8, and 9 of this Consortium Agreement shall survive the termination of this Consortium Agreement as applicable.

Article 12: Amendment procedure

Amendment proposals may be submitted to the Consortium by any Party.

Amendment proposals shall be listed on the agenda communicated with the invitation to the Consortium.

All Annexes are an integral part of the present Agreement.

Notwithstanding the foregoing, in order to modify and/or update the Annexes, it is not necessary to follow the same procedure as for amending the Articles of the Agreement.

Parties and their representatives

AS WITNESS:

The Parties have caused this EFEHR Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

[INSERT NAME OF PARTY]

Signature(s)

Name(s) Prof. Venetsana Kyriazopoulou

Title(s) Rector of University of Patras

Date 10.01.2020



one page per party

Annex 1

Internal rules of the EFEHR Consortium

Introduction

The Internal Rules of the EFEHR Consortium are Annex 1 of the EFEHR Consortium Agreement and specify further details regarding the organization and conduct of the EFEHR Consortium and its bodies.

Terms and Definitions

Member/Members	one Member or more Members of the EFEHR Consortium
Observer/Observers	one Observer or more Observers of the EFEHR Consortium
Assembly	the EFEHR Consortium Assembly

Article 1: Adoption and validity

This Internal Rules are adopted by the EFEHR Consortium Assembly by vote, and shall be valid from the date of the vote until any valid amendment.

Article 2: Amendment procedure

Amendments to this Internal Rules may be proposed by any Member. Discussion and voting on proposed amendments shall be included in the agenda of an EFEHR Consortium Assembly. Proposed amendments shall be made available to all Members and Observers in writing (electronically) not later than 10 working days before the date of the Assembly where their discussion and vote is on the agenda.

An amendment is valid if it passes the vote according to the voting rules of the Assembly (Art. 7.4 of the Internal Rules).

Article 3: EFEHR geographic Area of Competence

The geographic Area of Competence of EFEHR is the zone extending :

- westwards : up to mid-Atlantic ridge, north of 30°N ;
- northwards : up to the Arctic ocean ;
- eastwards : up to the Urals and the regions bordering the Caspian Sea, the Black Sea and the Mediterranean Sea ;
- southwards : up to the regions bordering the Mediterranean Sea.

Activities of EFEHR shall be focused on this geographic Area of Competence, in particular regarding the elaboration, publication and curation of coordinated and/or harmonized products and services. Notwithstanding, EFEHR may conduct activities globally with regard to coordination and development of standards, best practices, or capacity building.

Article 4: Members of the EFEHR consortium

EFEHR is an open **network of institutions** (members) with interest and competence in seismic hazard and risk assessment. It is open to any institution within the EFEHR geographic Area of Competence (Article 3) to join following the procedures defined in Article 5. Each membership intuition is represented in the EFEHR Consortium Assembly.

Article 5: Joining the EFEHR Consortium

Any institution that wishes to join the EFEHR Consortium as a Member after the initial and founding Consortium Assembly shall inform the current Consortium Chair about its intentions in writing (electronically) including a letter of intent that specifies its relation to the goals of the EFEHR Consortium, together with the submission of its signature of the current Consortium Agreement, which shall constitute a valid application.

The Consortium Assembly will vote on any open application to join the Consortium at its earliest convenience, usually at the next regular Assembly following an application or by circular resolution. An application is accepted if it passes the vote according to the voting rules of the Assembly (Art. 7.4 of the Internal Rules).

Article 6: Leaving the EFEHR Consortium

A Member institution that leaves the EFEHR Consortium in accordance with Art. 2 of the Consortium Agreement shall cease to be a member of the EFEHR Consortium by the date indicated in the notice of the leaving Party. In case a Party is specifically identified as contributor to an EFEHR product or service, this identification shall not be affected by the Party leaving the EFEHR Consortium.

Article 7: The EFEHR Consortium Assembly

7.1 Powers of the Consortium Assembly

The Consortium Assembly (CA) is the governing body of EFEHR and shall take the necessary decisions related to the consortium, its objectives and activities.

The affairs of EFEHR shall be supervised under the authority of the CA. To this end and without limitation of the foregoing or of its powers expressly conferred by these Internal Rules, the CA shall have power to:

- Authorize strategy on behalf of EFEHR;
- Make rules or regulations for its management;
- Create and discharge additional offices or special committees;
- Select, employ or remove such of its officers, agents or employees;
- Approve and terminate members, national representatives and observers;
- Select the Secretary General;
- Approve contracts and agreements with other organizations and relevant bodies.

7.3 Observers

The Assembly may invite additional members to the CA as non-voting observers. Additional members may either be individuals or institutions that are considered a highly valuable contribution to the Assembly but not able to join as members.

Proposed Invitations for observer-membership to the Consortium Assembly can be submitted by any Members. Proposals shall be made in writing (electronically) to the Chair of the Assembly and shall be put up for vote at the next regular Assembly following the proposal. Invitations may be revoked by vote of the Consortium Assembly.

7.4 Conduct of the Consortium Assembly

A regular Consortium Assembly shall be held at least once per calendar year. Date and venue of a regular Assembly shall be initially discussed at the previous Assembly and finalized and communicated not later than 3 months before the Assembly. The initial agenda for the regular Assembly shall be circulated to all Members and Observers no later than two weeks before the assembly, including in particular any voting matters.

Decisions of the Assembly are valid if more than half of the possible voting Members are present or have declared a valid proxy for that Assembly (quorum).

In case the quorum is not reached, the Assembly may conduct its discussions and indicate its preferences but cannot make any decisions requiring a vote.

The Assembly is called and chaired by the Chair of the Consortium, or, in her or his absence, by a designated Member of the Assembly acting on behalf of the Chair.

The Chair of the Consortium is responsible for the preparation of notes of the Assembly, including as a minimum all decisions taken. Draft minutes shall be circulated to all Members and Observers within one month after an Assembly for their comments, and shall be adopted as a rule at the next regular Assembly.

7.5 Voting Rules of the Consortium Assembly

Voting members of the Consortium assembly are its Members, each institution carrying one vote. Except where specified differently below, decisions of the Consortium Assembly require a simple majority of votes cast. Blank and spoiled votes shall not be considered as votes cast.

The following decisions require a 2/3 majority of the votes cast:

- Amendments to the Consortium Agreement, with the exception of adding or removing a Party;
- Amendments to the Internal Rules of the EFEHR Consortium;
- Decisions regarding the distribution of common funds allocated to EFEHR (Art. 6 of the Consortium Agreement);
- Decisions regarding any joint budget of the EFEHR Consortium. As stated in Art. 6 of the Consortium Agreement, any provision regarding a joint budget of the EFEHR Consortium requires the unanimous vote of all Members of the Consortium Assembly that are expected to contribute to that budget.

The vote of a Member may be cast personally by the Member present, or by another person attending the Assembly who has been duly authorized to cast the vote for the Member, or by postal ballot to the Chair of the Consortium.

Unless requested by at least one Member of the Assembly, votes are cast openly.

In justified circumstances, the Consortium Assembly may vote on decisions remotely by appropriate electronic means that ensure the privacy and validity of the voting process. Exceptional circumstances may be decisions that are required with a deadline before the next Assembly, where no decision may severely impact the business of EFEHR, or decisions that could not be taken at the Assembly due to the quorum not having been reached. For any remote voting to be valid, more than half of the possible voting Members must cast their vote.

Remote votes shall be announced by the Consortium Chair to all Members and Observers at least 2 weeks in advance of the voting date (deadline). A remote vote shall not be conducted if more than one third of the possible voting Members object.

Article 8: Elections of the Consortium Chair, the Executive Committee and Secretary General

8.1 Election of the Consortium Chair

Candidates for the Consortium Chair can be nominated by any Member or Observer, as long as they are representatives of a Consortium Party. Candidates may also nominate themselves. A call for nominations of candidates for the Consortium Chair shall be issued to all Members and Observers at least 3 months before the election date, and nominations shall be received and published to all Members and Observers at least 4 weeks before the election date. The Consortium Chair is elected by vote of the Consortium Assembly.

8.2 Election of the Executive Committee

Candidates for members of the Executive Committee can be nominated by any Member or Observer, as long as they are Members or Observers of the Consortium Assembly. Candidates may also nominate themselves. A call for nominations of candidates for the Executive Committee shall be issued to all Members and Observers at least 1 month before the election date. Nominations can be received until the election, including at the Consortium Assembly until directly before the election. Each member of the Executive Committee shall separately be elected by vote of the Consortium Assembly.

8.3 Election of the Secretary General

Candidates for the Secretary General can be nominated by any Member or Observer, as long as they are representatives of a Consortium Party. Candidates may also nominate themselves. A call for nominations of candidates for the Secretary General shall be issued to all Members and Observers at least 3 months before the election date, and nominations shall be received and published to all Members and Observers at least 4 weeks before the election date. The nomination consists of the candidate and a hosting institution from the Members. The Secretary General is elected by vote of the Consortium Assembly.

Article 9: Establishment of other Consortium bodies

The EFEHR Consortium Assembly may establish other bodies to support the conduct of its business. Any such body shall be based on a written mandate describing the scope, purpose, and working manner of that body, approved by the Consortium Assembly.

A body may be established for a limited time period, determined by the task of that body. Such temporary bodies are called Task Force. Task Forces shall be dissolved automatically at the end of the specified time period, unless extended by a decision of the Consortium Assembly.

A body may be established permanently, if the task of that body is of permanent nature. Such permanent bodies are called Working Group. Working Groups may be dissolved by a decision of the Consortium Assembly. Task Forces and Working Groups shall regularly report to the Consortium Assembly.

The EFEHR Consortium Assembly may establish a Board of National Representatives (BNR) to the EFEHR Consortium, tasked to coordinate specifically the development and update of the European Harmonised Seismic Hazard and Seismic Risk models.

Article 10: Entry into Force

These Internal Rules of the EFEHR Consortium enter into force once they are accepted by vote of the EFEHR Consortium Assembly.