

Draft 19.10.03

CONSORTIUM AGREEMENT

between

- **EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN)** ,  
an International Organisation having its seat at Geneva, Switzerland

(hereafter called: "the *co-ordinator*")

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(including the *co-ordinator* hereafter collectively called: "the *contractors*")

**WHEREAS** the *co-ordinator*, on behalf of the *contractors*, has submitted a proposal to the European Commission for the funding and execution of a project called "Enabling Grids for E-Science in Europe – EGEE" (hereafter referred to as "the *project*");

**WHEREAS** the *Commission* has favourably evaluated the project and has entered into negotiations to carry out the *project EGEE* under the *contract* 508833 with the *contractors*;

**WHEREAS** the *contractors* shall now enter into a consortium agreement specifying, inter alias, the liabilities which they have to each other with regard to the *project* and the *contract* ;

**It is agreed as follows:**

## **ARTICLE 1: DEFINITIONS**

### **1.1 Contract Terms**

Terms defined in the *contract*, including its annexes, shall have the same meaning in this *agreement* and appear in italics.

### **1.2 Additional Definitions**

"Agreement" means this agreement and amendments thereto made in accordance with article 17 of this agreement.

"Activity manager" means either the "Technical Director", the "Operation Manager", the "Middleware Manager", the "Quality Engineer Head", the "Security Head" or the "Manager of dissemination outreach, training and application activities" appointed in accordance with art. x of this agreement

"Contract" means contract 508833 including its annexes, by and between the *Commission* and the *contractors* for the implementation of the *project*.

"Defaulting contractor" means a *contractor* breaching its obligations under article 9.5 of this agreement.

"EAC" means the External Advisory Committee appointed by the PMB and which shall assist the PD in defining the strategic direction of the project.

"Federation" means a group of contractors indicated in Annex x.

"FR" means a Federation representative appointed in accordance with art. x of this agreement.

"Internal Independent Reviewer" means the person appointed by the *co-ordinator* to review the technical progress of the project.

"PD" means the Project Director appointed by the co-ordinator in accordance with article x of this agreement.

"PEB" means the Project Execution Board established in accordance with art. x of this agreement

"PMB" means the Project Management Board established in accordance with article 4 of this agreement.

"PO" means the Project Office assisting the PD. The Project Office shall consist of two administrative assistants, one secretary, one information and public relation officer, one web support and dissemination specialist and one financial officer appointed by the PD.

"Project share" means for each *contractor* its share of the total cost of the *project* as shown in the contract.

"Project Conference" means the project conferences to be organised twice a year between the contractors, the EAC and interested third parties.

## **ARTICLE 2: PURPOSE AND DURATION**

### **2.1 Purpose**

This agreement sets out how the *project* will be managed and defines the *contractors'* obligations, rights and liabilities supplementing those set out in the contract.

### **2.2 Duration**

This agreement shall come into force as of the date of its signature by all *contractors* and shall continue in full force and effect until complete discharge of all obligations undertaken by the *contractors* under the contract and under this agreement.

## **ARTICLE 3: COORDINATOR**

3.1 The *co-ordinator*, through the PD (who shall be appointed by the *co-ordinator* and who shall be assisted by the PO), shall manage and direct the *project* by liaising between the *contractors* and the *Commission* and ensuring

the administrative implementation of the contract. To this effect, the *co-ordinator* shall discharge on behalf of the *contractors* such duties as are defined by the contract and this agreement.

3.2 The *co-ordinator's* tasks shall be as specified in the contract, and in particular:

- (a) negotiation and signature of the contract;
- (b) relationship and correspondence with the *Commission* and third parties, including the establishment of links with similar projects;
- (c) administration, preparation of minutes and follow-up of the meetings of, and of decisions taken by, the PMB and the PEB, and any other administrative task;
- (d) ensuring the continuity of the project between meetings of the PMB and between meetings of the PEB;
- (e) overall supervision of progress relative to the time schedules in the contract or otherwise agreed by the *contractors*;
- (f) collection and submission to the Commission of project-related documents, including cost statements. Statements not received by the *co-ordinator* from a *contractor* in accordance with applicable timescales may be excluded from a submission, in order not to delay payments to other *contractors*;
- (g) subject to approval by the PMB, appointment of the Activity Managers.
- (h) subject to approval by the PMB, release of the *knowledge* in the public domain.

3.3 The Co-ordinator shall not sign the Contract unless and until all other Parties have approved in writing the Contract terms such approval not to be unreasonably withheld or delayed. The Co-ordinator shall not submit proposals for changes to the Contract to the Commission, or accept proposals for changes to the Contract from the Commission, nor perform

any act which implies a financial or other commitment for any Party without the previous written consent of the Party (or Parties) concerned.

- 3.4 The liability of the *co-ordinator* for the tasks specified in article 3.2 of this agreement shall be deemed included in, and shall be limited to, its liability as a *contractor* under article 6 of Annex II to the contract (value of its project share).

#### **ARTICLE 4: FEDERATION REPRESENTATIVE**

- 4.1 Each *federation* shall within thirty days of the entry into force of this agreement appoint one contractor to act as the representative of the *federation* with regard to the other *federations* and the *co-ordinator*. The *FR* shall be member of the *PMB*.

- 4.2 The *FR*'s tasks shall be in particular:

- (a) supervision of progress within the *federation* he is representing relative to the time schedules and *project deliverables* as set out in the *contract* or otherwise agreed by the *contractors* ;
- (b) collection and submission to the *co-ordinator* of project-related documents, including quarterly reports and cost statements. (Statements not received by the *FR* from a *contractor* in accordance with applicable timescales may be excluded from a submission, in order not to delay payments to other *contractors*;) )
- (c) keep the other members of the *federation* informed without delay of any event, decision or correspondence related to the *project*, the or the *contract*;

- 4.3 The *FR* shall not submit proposals for changes to the contract to the *PMB*, or accept proposals for changes to the contract in the *PMB*, nor perform any act which implies a financial or other commitment for any contractor he is representing without the previous written agreement of the *contractor(s)* concerned.

## **ARTICLE 5: PROJECT MANAGEMENT BOARD**

- 5.1 The *contractors* shall within thirty days from the entry into force of this agreement establish the PMB, which shall be composed of one representative of each *federation* plus the PD and other members as suggested by the PD and approved by the PMB at unanimity vote. Each member of the *PMB shall* have one vote and may in case of absence of their principal representative be represented by a designated deputy.
- 5.2 The chair of the PMB shall be elected for six-month by a simple majority vote. The PD shall act as deputy chair and secretary of the board. The PMB shall meet at least every three months at the request of its chairman or more often in case of a motivated written request by a PMB member to the chairman.
- 5.3 All meetings shall be convened by the chairman, who directly or through the PO shall give at least fifteen (15) calendar days prior written notice to the *principal contractors* and who shall include the agenda in the notice. Shorter notice may be given subject to prior approval thereof by all *FR's* and items may be added to the agenda during the meeting if so agreed by all *FR's* . Decisions shall as much as possible be taken by consensus.
- Minutes of the meetings of the PMB shall be transmitted to all *FR's* without delay. They shall be considered as accepted if within fifteen (15) calendar days from receipt no *FR* has objected in writing to the *co-ordinator*.
- 5.4 Decisions may be taken, without a meeting, by e-mail, provided that prior written notice of the matter to be decided upon has been given to all *contractors*; that all *contractors* entitled to vote have given their written approval of the proposal to vote by e-mail; and that the decision so taken is signed by the *contractors* that would have been required to take that decision at a meeting where all *principal contractors* entitled to vote would have been present and voting.
- 5.5 The PMB shall, with due respect to the contract:

- (a) manage the *project*, including but not limited to the approval or rejection of *project deliverables* taking into account the view of the *PEB* and the *Independent Reviewer*. Decisions shall be taken by a majority of the votes of the *FR's* and the *PD* present and voting, except in the cases mentioned below in (b) to (f) where decisions shall be taken by a 75% majority of the *FR's* and the *PD* present and voting;
- (b) on behalf of the *contractors*, amend the project work programme defined in Annex 1 to the contract and the allocation between the *contractors* of the funding provided by the *Commission* under the contract, and the re-allocation between the *contractors* of any funding which remains unused upon the completion of the project;
- (c) make proposals to the *contractors* for any other change to the contract;
- (d) agree on publications and press releases concerning the *project*;
- (e) issue notices requiring remedy of a breach by a defaulting *contractor* of the contract or this agreement, terminate this agreement with respect to a defaulting *contractor*, re-assign that *contractor's* project share and request the *Commission* to accept termination of the contract in respect of a defaulting *contractor*, in accordance with article 9.5(a) or with article 9.5(b) of this agreement.
- (f) through the *co-ordinator*, release the *knowledge* in the public domain in accordance with article 10 of this agreement.

## **ARTICLE 6: THE PROJECT EXECUTION BOARD**

6.1 The *contractors* shall within thirty days from the entry into force of this agreement establish the *PEB*, which (subject to such modifications of its composition as the *PMB* may decide) shall be composed of all *activity managers* and the *PD*. In its first meeting, the *PEB* shall define a decision making procedure for approval by the *PMB*. The *PEB* shall be chaired by the *PD*. The *Technical Director* shall be deputy chairman.

The *PEB*, which reports to the *PMB*, shall assist the *co-ordinator* through the *PD* in the daily management of the *project*. In particular, it shall co-ordinate the work between the project activities; it shall review the *project deliverables* and quarterly reports it shall provide advice to the *PMB* in all matters specified in this agreement, and any other matter which the *PMB* may request its advice on.

## **ARTICLE 7: RESPONSIBILITIES OF EACH CONTRACTOR**

- 6.1 Each *contractor* shall promptly supply, through the *FR*, the *co-ordinator*, the *PMB* and the *PEB* with all such information as they may require to fulfil their obligations under the contract or this agreement or as the *Commission* may request under the contract.
- 6.2 (a) Each *contractor* shall use reasonable endeavours:
- (i) itself, or as applicable, jointly with other *contractors*, to participate actively and to perform on time the project share assigned to it and to make available rights and information on time to other *contractors* and the *Commission* under the contract or under this agreement ;
  - (ii) promptly to notify the *co-ordinator* through the *FR* of any delay in performance;
  - (iii) to prepare and present the reports, cost statements or any other project deliverables to be submitted to the *Commission* under the contract in the required format and in sufficient time to enable the *FR* to submit them to the *co-ordinator* and the *co-ordinator* to submit them to the *Commission* in accordance with the timescales specified in the contract taking into account any review to be carried out prior to such submission in accordance with the contract or this agreement.
- (b) All documents submitted under the contract or this agreement shall be submitted by e-mail unless otherwise requested by the *PD*.
- (c) Each *contractor* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies to any of the other *contractors* and promptly to correct any error therein of which



it is notified. The recipient *contractor* shall be responsible for the use to which it puts such information and materials.

- (d) Each *contractor* agrees not to use knowingly, as part of, or in the design of, any *project deliverable*, any proprietary rights (such as intellectual property rights or proprietary information) of a third party for which the *contractor* concerned has not acquired the right to grant user licenses to the other *contractors* in accordance with the contract and with this agreement.

## **ARTICLE 8: COSTS AND PAYMENTS**

6.1 Each *contractor* shall bear all its own costs incurred in connection with the performance of this agreement and of the contract. With regard to payment schedule set out in article 6.4 below each *contractor* shall ensure that he/she has at all times the necessary funds available to fulfil its obligations under the contract and this agreement.

6.2 The *PMB* shall decide, in due course, upon the detailed rules concerning budget allocation by the *contractors*.

6.3 The Co-ordinator shall receive all payments made by the Commission. The co-ordinator undertakes to keep payments made under the contract on an account separated from its normal business accounts and his own assets and property.

6.4 Subject to article 6.5 below payments made by the *Commission* under the *contract* shall be distributed to the contractors as follows:

For the first and other instalment in thirds:

- The first third upon receipt of the advancement payment from the Commission at the beginning of the project
- The second and last third upon receipt by the co-ordinator, through the *FR*, of a quarterly report once reviewed and accepted in accordance with the requirements defined by the quality procedures of the project
- The last instalment (10% retention) upon receipt of the corresponding payment from the Commission

- 6.5 In case a *contractor* does not provide the *FR* concerned with its deliverables in accordance with the requirements of the contract and this agreement or any requirement defined by the *PMB*, such *contractor* shall not receive any payment hereunder, until he provides the deliverables in accordance with such requirements or unless the *PMB* decides otherwise. The *PMB* shall be informed about any withholding of payments hereunder.
- 6.6 Payments due in accordance with article 6.4 below shall be transferred to the contractors concerned within thirty (30) calendar days. In circumstances not created by a default of the *co-ordinator*, where it is not reasonably possible for the *co-ordinator* to ensure the timely transfer of payment because of problems in correctly identifying the sum to be transferred to a *contractor*, the *co-ordinator* shall transfer the correct amount with a minimum of delay.
- 8.7 The *co-ordinator* shall use reasonable endeavours to notify other *contractors* promptly of the date and amount transferred to their bank accounts in case a *contractor* has requested that notification.

#### **ARTICLE 8: CONFIDENTIALITY**

With respect to information (including but not limited to *pre-existing know-how* and *knowledge* and whether oral, in writing or in computer form) as disclosed to a *contractor* on a confidential basis by another *contractor* in connection with the *project*, the receiving *contractor* agrees that:

- (a) it will not during a period of five (5) years from the date of disclosure use any such information for any purpose other than in accordance with the terms of the contract and this agreement and that
- (b) it will during that period treat that information as, and use reasonable endeavours to procure that the same be kept, confidential and not disclose it to any other person without the prior written approval of the disclosing *contractor*

provided always that:

- (i) the obligation of confidentiality shall not extend to any information which the receiving *contractor* can show:
  - (A) was at the time of receipt published or otherwise generally available to the public, or
  - (B) has after receipt by the receiving *contractor* been published or become generally available to the public other than through any act or omission by receiving *contractor*, or
  - (C) was already in the possession of the receiving *contractor* at the time of receipt without any obligation of confidentiality, or
  - (D) was rightfully acquired by the receiving *contractor* from others without any obligation of confidentiality imposed by the disclosing party, or
  - (E) was developed by the receiving *contractor* independently of the work performed by any *contractor* under the contract
- (ii) nothing in this article shall prevent the communication of information to the *Commission* or (against similar undertakings of confidentiality as are contained in this agreement) to any affiliate or to any third party permitted under the contract insofar as required by law or necessary for the carrying out of the contract or of this agreement.

## **ARTICLE 9: LIABILITY**

### **9.1 Liability towards each other**

With respect to information or materials supplied by a *contractor* to another *contractor* under the contract or this agreement, the supplying *contractor* shall be under no obligation or liability other than as stated in or resulting from articles 6.2 (b) and 6.2(c) of this agreement and subject to these articles no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information or materials or the absence of any

infringement of any proprietary rights of third parties through the possession or use of such information or materials. The recipient *contractor* shall be entirely responsible for its use of such information or materials.

## 9.2 **Indemnification of each other**

Subject to article 9.1 and article 9.4 of this agreement, each *contractor* shall indemnify the other *contractors*, within the limits set out in articles 9.3 and 9.5 of this agreement, against all loss, damage or injury resulting from acts or omissions of itself, its employees or its agents, provided always that the obligation to indemnify shall not extend to claims for indirect or consequential loss or damage, including but not limited to loss of profit, revenue or contracts.

## 9.3 **Claims of the Commission**

If the *Commission*, in accordance with the provisions of the contract claims any reimbursement, indemnity or payment of damages from a *contractor*:

- (a) each *contractor* whose default has caused or contributed to the claim being made shall indemnify each of the other *contractors* against such claim provided always that the total limit of liability of that *contractor* to the other *contractors* collectively in respect of any and all claims by the *Commission* under the contract shall not exceed the amount of that *contractor's* project share. Any excess amount which may be due to the *Commission* shall be apportioned between all *contractors* [including the defaulting contractor(s)?] pro rata to their project shares; and
- (b) in the event that it is not possible to attribute default to any *contractor* the amount which may be due to the *Commission* shall be apportioned between the *contractors* pro rata to their project shares of the EU funding.

## 9.4 **Liability towards Third Parties**

Each *contractor* shall be solely liable for any loss, damage or injury to third parties resulting from carrying out its project share or from entering into contracts with third parties.

## 9.5 Defaults and Remedies

- (a) In the event of a substantial breach by a *contractor* of its obligations under the contract or this agreement which is irremediable or which is not remedied within sixty (60) days of the date of receipt of written notice under article 4.4 (e) of this agreement that it be remedied, or if the *Commission* terminates the contract pursuant to article 7.3 (b), article 7.4 (b) or article 7.4 (c) of Annex II to the contract, this agreement may, without prejudice to the defaulting contractor's liabilities accrued until the date of termination, be terminated in accordance with article 4.4 (e) of this agreement in respect of the defaulting *contractor* by one month's prior written notice.
  
- (c) In the event of bankruptcy, winding up, cessation of trading, winding up by court order or composition, suspension of activities of a *contractor* or any similar proceedings, this agreement may, without prejudice to that *contractor's* liabilities accrued until the date of termination, be terminated in respect of that *contractor* by prior written notice and with immediate effect.
  
- (c) A copy of the notice of termination shall be given to the *Commission* and, except where the contract has already been terminated in accordance with article 7.3 (b), article 7.4(b) or article 7.4(c) of Annex II to the contract, the PMB shall request the *Commission* to terminate the contract with respect to the defaulting *contractor* in accordance with article 7 of Annex II to the contract, provided always that:
  - (I) without prejudice to any other rights of the other *contractors* in those circumstances, the rights and licences granted to the defaulting *contractor* by the other *contractors* pursuant to the contract or this agreement shall cease immediately but the rights and licences granted by the defaulting *contractor* to the other *contractors* and their *sub-contractors* and affiliates shall remain in full force and effect;
  
  - (ii) the project share of the defaulting *contractor* shall be re-assigned to a party or parties (who agree(s) to be bound by this agreement) selected by the PMB and acceptable to the *Commission*, preferably to one or more of the remaining *contractors*;

- (iii) the defaulting *contractor* shall:
  - (a) be responsible for and pay all reasonable direct cost increase (if any) resulting from the re-assignment in comparison with the cost of the project share of the defaulting *contractor* as specified in Annex I to the contract at the date of the termination and
  - (b) be liable for any so resulting additional direct cost incurred by the other *contractors*, up to a total amount which taken together with any liability to the *Commission* under article 9.3 of this agreement shall not exceed the amount of the defaulting *contractor's* project share, and any excess amount shall be shared between the *contractors* [including the defaulting *contractor* ?] pro rata to their project shares at the date of termination. [or should the principal contractor of reference assume a heavier liability than the other contractors?]

#### 9.6 Force Majeure

The provisions of the contract governing force majeure shall mutatis mutandis apply to this agreement, it being understood that a *contractor* which is prevented from fulfilling any of its obligations under this agreement as a result of force majeure shall not be considered in default or in breach of the obligation(s) concerned.

#### ARTICLE 10: ACCESS RIGHTS (to be reviewed as necessary)

- 10.1 In the application of, and notwithstanding anything stated in, Part B of Annex II to the contract, the following is agreed with respect to *access rights* to *pre-existing know-how* and to *knowledge*:
- 10.2 For the purpose of this agreement, the terms *pre-existing know-how* and *knowledge* shall be deemed to include:

- (b) computer programs, being 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 and in any code form;
  - (c) technical information used in or useful in, or relating to the design, development, use or maintenance of, computer programs;
  - (d) documentation associated with computer programs.
- 10.3 Provided there are no legal constraints to grant such license, each *contractor* shall grant to each other *contractor* an irrevocable, non-exclusive license to its *pre-existing know-how*, on the financial terms specified in article 12.2 of Annex II to the contract, for the exclusive purpose of enabling the other *contractor* to carry out its work under the contract.
- 10.4 A *contractor* shall not integrate into *knowledge* generated by it any *pre-existing know-how* except if it has first assured itself that for the purpose of this agreement, such *pre-existing know-how* may be treated as *knowledge*. Subject to the foregoing, any *pre-existing know-how* integrated into *knowledge* shall for the purpose of this agreement be treated as *knowledge*.
- 10.5 Each *contractor* shall grant to each other *contractor* a free, irrevocable, non-exclusive license to the *knowledge* it has developed to enable the other *contractor* to carry out its work under the contract.
- 10.6 Each *contractor* shall grant to the *co-ordinator* a free, perpetual, irrevocable, non-exclusive license to the *knowledge* it has developed to enable the *co-ordinator* to make publicly available in accordance with article 4.4(f) and article 3.2(g) of this agreement such *knowledge*, in conjunction with all or part of the *knowledge* generated by the other *contractors*, under a free, perpetual, non-exclusive license.
- 10.7 Without prejudice to article 10.5 of this agreement, each *contractor* shall be entitled to grant to any other *contractor* or to any third party a license to use the *knowledge* generated by it, provided that such license shall be non-exclusive.

## **ARTICLE 11: NO PARTNERSHIP OR AGENCY**

Nothing in this agreement shall create a partnership or agency between the *contractors* or any of them, save that for the purposes of the contract and this agreement the *co-ordinator* is entitled to act for the other *contractors* in accordance with the terms of the contract and of article 3 of this agreement.

## **ARTICLE 12: ASSIGNMENT**

No *contractor* shall, without the prior written consent of the other *contractors*, partially or wholly assign or otherwise transfer any of its rights and obligations under this agreement.

## **ARTICLE 13: TERMINATION**

13.1 No *contractor* shall be entitled to withdraw from or to terminate its participation in the *project* or this agreement unless:

- (a) that *contractor* has obtained the prior written approval of the *PMB* and the *Commission* of that *contractor's* intention; or
- (b) that *contractor's* participation in the contract is terminated by the *Commission* pursuant to the provisions of Annex II to the contract; or
- (c) the contract is terminated by the *Commission*,

provided always that a *contractor* shall not by withdrawal or termination be relieved from any liability incurred by that *contractor* under the contract or this agreement at the date of withdrawal or termination or from any of its obligations under the contract or this agreement in so far as they survive the withdrawal or termination.

4.1 Articles of this agreement shall survive its termination to the extent necessary to enable the Parties to prevail themselves of any rights or obligations which have accrued prior to termination.



## **ARTICLE 14: SETTLEMENT OF DISPUTES**

- 14.1 All disputes or differences arising in connection with this agreement which cannot be settled amicably shall be finally settled by arbitration in accordance with the procedure specified below which shall be adapted in the light of the number of parties involved.

Within one month of written notification by a party to the other party of its intention to resort to arbitration, the first party shall appoint an arbitrator. The second Party shall appoint an arbitrator within three months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within three months of the appointment of the second arbitrator, appoint a third arbitrator, who shall be the chairman of the arbitration committee.

If the second party fails to appoint an arbitrator or the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be appointed by the President of the Court of Justice of the European Communities.

The arbitration proceedings shall take place in Brussels. The parties shall within one month of the appointment of the third arbitrator agree on the terms of reference of the arbitration committee, including the procedure to be followed.

The arbitration committee shall faithfully apply the terms of the contract. The arbitration committee shall set out in the award the detailed grounds for its decision.

The arbitrage award shall be final and binding upon the parties, who hereby expressly agree to renounce any form of appeal or revision.

The costs, including all reasonable fees expended by the parties to any arbitration hereunder, shall be apportioned by the arbitration committee.

## **ARTICLE 15: APPLICABLE LAW**

Without prejudice to the status as an Intergovernmental Organisation any of the contractors may have, reference shall be made to the substantive laws of Belgium exclusively for matters not specifically covered by the terms of the contract or where the latter's terms are ambiguous or unclear.

## **ARTICLE 16: NOTICES**

Any notice to be given under this agreement shall be in writing. It shall be deemed to have been served when personally delivered or, if transmitted by telex, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

## **ARTICLE 17: ENTIRE AGREEMENT – AMENDMENTS**

- 17.1 The contract and this agreement constitute the entire agreement between the *contractors* in respect of the *project*, and supersede all previous negotiations, commitments and writings concerning the *project*.
- 17.2 Amendments to this agreement shall be valid if only made in writing and signed by an authorised representative of each of the *contractors*.
- 4.1 Notwithstanding article 17.1 of this agreement, the *contractors* herewith agree for the purpose of the execution of this agreement that the contract and the agreement between the *Commission* and the European Space Agency covering the latter's participation in the *project* form an integral whole, such that ESA shall be bound towards the other *contractors* by the terms of the contract as if it is a party to it and as if its project share forms part of the total value of the *project*.

## **Article 18 - Language**

This Consortium Agreement is drawn up in English which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.