

# **Consortium Agreement**

## **DOMINO**

**Dynamic sod mulching and use of recycled amendments to increase biodiversity, resilience and sustainability of intensive organic fruit orchards and vineyards**

April 2018



The following *Participants (Partners)*:

Università Politecnica delle Marche  
Public University

Having its registered office at: P.zza Roma 22, 60121 Ancona

Italy  
Represented by: Sauro Longhi  
Function: Rector  
Hereafter referred to as "UPM"

AND

Fruit Growing Institute

Public Research Institution Having its registered office at: Ostromila12 str.  
4004, Plovdiv  
Bulgaria

Represented by: Dr.Sci. Stefan Gandev  
Function: Director  
Hereafter referred to as "FGI"

AND

Laimburg Research Centre

Public research entity

Having its registered office at: Laimburg 6  
I-39051 Vadena (BZ)  
Italy

Represented by: Michael Oberhuber  
Function: Director  
Hereafter referred to as "LAIM"

AND

Research Institute of Horticulture (Instytut Ogrodnictwa)

Public Research Institution

Having its registered office at: Al. 3 Maja 2/3  
96-100 Skierniewice  
Poland

Represented by: Małgorzata Korbin  
Function: Director  
Hereafter referred to as "INHORT"

AND

CTIFL French technical Interprofessional Centre for Fruits and Vegetable  
Industrial technical Center

Having its registered office at: 22 rue Bergère  
75009 Paris  
France

Represented by: Louis ORENGA  
Function: Director  
Hereafter referred to as "CTIFL"

AND

FiBL - Research Institute of Organic Agriculture  
Private research institute  
Having its registered office at: Ackerstrasse 113  
5070 Frick  
Switzerland

Represented by: Prof. Dr. Urs Niggli  
Function: Director  
Hereafter referred to as "FiBL"

AND

BioSudtiroil  
Cooperative  
Having its registered office at: Industriezone 11A,  
39011 Lana, Südtirol,  
Italy

Represented by: Bernhard Lösch  
Function: President  
Hereafter referred to as "BioS"

AND

Vi.P - Bio Vinschgau  
Social cooperative  
Having its registered office at: Via centrale 1/c  
39021 Laces  
Italy

Represented by: Oberhofer Thomas  
Function: President  
Hereafter referred to as "Vip"

AND

Bioland Alto Adige  
Registered Association  
Having its registered office at : Via Niederthor 1  
39018 Terlano  
Italy

Represented by: Toni Riegler  
Function: President  
Hereafter referred to as "BLand"

AND

Centro di Consulenza per la fruttivitticoltura dell'Alto Adige (SBR Organic)  
Registered Association

Having its registered office at: Via A. Hofer 9/1  
39011 Lana BZ  
Italy  
Represented by: Manuel Santer  
Function: President  
Hereafter referred to as "SBR"

AND

Associazione Italiana Agricoltura Biologica  
Registered Association  
Having its registered office at: Via Pio Molajoni 76  
00159 Roma  
Represented by: Vincenzo Vizioli  
Function: President  
Hereafter referred to as "AIAB"

AND

University Hohenheim  
public body  
Having its registered office at: Schloss Hohenheim 1  
70599 Stuttgart  
Germany  
Represented by: Prof. Dr. Stephan Dabbert  
Function: President  
Executing department: Co-ordination for Organic Farming and Consumer  
Protection (340d)/ Dr. Sabine Zikeli

Hereafter referred to as "UHOH"

AND

Fördergemeinschaft Ökologischer Obstbau e.V.  
Registered Association  
Having its registered office at: Traubenplatz 5  
74189 Weinsberg  
Germany  
Represented by: Nikolaus Glocker  
Function: President/First Chairman  
Hereafter referred to as "FOKO"

Hereafter UPM, FGI, LAIM, INHORT, CTFL, FiBL, BioS, BLand, SBR, AIAB, UHOH, FOKO is individually referred to as a "Participant" and collectively as the "Participants".

## **Whereas**

The research contemplated herein has arisen under the auspices of the ERA-NET "Coordination of European Transnational Research in Organic Food and Farming Systems", which is a network of ministries and funding organisations from European countries with the ambition to strengthen the European research in the area and develop a common European research agenda concerning organic food and farming systems

The Participants established, in reply to a call for proposals by CORE organic, a Project called DOMINO;

And as this Project has been selected for funding;

The Project participants now wish to set the terms and conditions for the implementation of their Project, and their respective rights and obligations resulting there from, by means of this Agreement.

## **The following has been agreed upon:**

### **Article 1: Definitions**

When used in this Agreement, the following words and expressions, beginning with a capital letter, have the following respective meanings:

- **Core Organic:** means the ERA-NET CORE Organic Cofund
- **Agreement:** means this Agreement and its Appendices, as well as any riders;
- **Committee:** means the management body for the Project, created by, and comprised of, Project Participants as listed in Appendix 1;
- **Confidential Information:** means any and all information and/or data, in any form and of any nature whatsoever, that is disclosed by a Participant to one or several other Participants under the Agreement, subject to the disclosing Participant having clearly and unambiguously stated its confidential nature by marking it as "confidential" or, in the event of oral disclosure, that the disclosing Participant states its confidential nature orally when it is disclosed and confirms such nature in writing within thirty (30) days;
- **Coordinator:** means the Project Coordinator; the lead Participant of the Project;
- **Field of Application:** to be defined on a case-by-case basis;
- **New Knowledge:** means any and all technical and/or scientific information and knowledge, whether actually patented or not, and whether patentable or not, including know-how, software (in its source-code or object-code version),

drawings, diagrams, designs, formulae or any and all other type of information, in any form whatsoever, and all the related rights, that are developed by one or several Participants pursuant to the Agreement;

- **Own Knowledge:** means any and all technical and/or scientific information and knowledge and/or any and all other type of information, in any form whatsoever, whether patentable or not, and/or whether actually patented or not, and all the related rights, belonging to a Participant or held by the latter prior to the effective date of the Agreement.

The Participants' Own Knowledge at the effective date of the Agreement is specified in Appendix 2 hereto. During the performance of the Agreement, each Participant is responsible for advising the other Participants, in writing, of the creation of further Own Knowledge and for proving, where applicable, the latter's independence vis-à-vis the Project. In this case, Appendix 2 shall be supplemented;

- **Participant:** means a body (institution, organisation, enterprise) participating within this Project;

- **Project:** Dynamic sod mulching and use of recycled amendments to increase biodiversity, resilience and sustainability of intensive organic apple orchards and vineyards. Id 1939. Acronym DOMINO;

- **Work:** means the Work carried-out by the Participants pursuant to the Project under this Agreement, as listed in Appendix 1 hereto.

## **Article 2: Purpose**

The purpose of this Agreement is:

- to set forth the terms and conditions for implementing the Project;
- to set the rules for the transfer of the intellectual property attached to the New Knowledge;
- to set the general terms and conditions for industrial and commercial use and exploitation of the Own and New Knowledge.

## **Article 3: Governance Structure**

### **3.1 Coordinator**

#### **3.1.1 Appointment of the Coordinator**

With the Participants' joint agreement, Davide Neri, from UNIVPM, is hereby appointed Project Coordinator of the DOMINO Project.

#### **3.1.2 Coordinator's Role**

The Coordinator has the following duties

- he sends correspondence of joint interest to the other Participants within a reasonable timeframe so as to ensure the Project's due and proper progress;
- he coordinates the work of the individual Participants in terms of content and schedule. Should any deviations from the overall work plan and schedule occur, the project coordinator shall bring them to the attention of the Participants at the earliest possible opportunity and propose measures to overcome the difficulties which have emerged;
- he centralises the Participants interim reports and forwards them together with a summary, every 6 month to share the work package activities;
- within two months of the Project's expiry date, he shall send a single final report listing all the results achieved to COII and all participants;
- he sends requests for changes to the Project to COII and all participants;
- he advises CO II of any problems in implementing the Project, in particular, when a Participant decides to terminate their share of the Work for which it is responsible for or when the Participants request another Participant's involvement in the Project.
- he or his representative shall prepare the meetings that are necessary to execute the overall work plan and schedule, send out the invitations plus agenda with an appropriate period of notice, chair the meetings and assume responsibility for taking and distributing the minutes. Representatives of all Participants attend the meeting.

### **3.1.3 Participants' obligations vis-à-vis the Coordinator**

Within the lead-times provided for, each Participant has the following obligations:

- to provide elements enabling the Coordinator to reply to any requests from COII;
- to advise the Coordinator of the progress of the work that it is carrying-out, at a frequency that shall be decided upon by joint agreement within the Committee;
- to send the interim reports destined for CO II to the Coordinator and the elements required to draw-up the single final report;
- to immediately inform the Coordinator of any problem that may compromise the normal implementation of the Project.

### **3.2 Project organization and Work package manager (WPM) and participant (WPP) Role**

The organizational structure of the project consists of the coordinator, workpackage (WP) managers (WPM) and WP participants (WPP). Within a WP, a task leader leads each task. All project participants are part of the General Assembly (GA). The WPMs report to the coordinator and are responsible for all tasks in their respective WPs. The WPMs guarantee that all milestones and deliverables are provided on time, and prepare the scientific WP reports for delivery to the Co. WPPs, under the supervision of the WPM, will contribute to (a) the specific tasks within each work package, (b) scientific reporting on



peer-reviewed publications, and (d) project meetings. WPP will be included in decision making processes at the GA during the project meetings.

#### **Article 4: Financial Terms and Conditions**

Each Participant receives funding relating to its share of the Work directly from the National Agency responsible for that Participant and according to the provisions of that Agency's decision to award aid. By accepting national aid, each Participant is required to abide with the rules and regulations concerning project funding in its own country. The articles set down in this Agreement do not replace, impinge, impede or otherwise impact the national rules and regulations which apply to each Participant.

The Participants shall, if necessary, individually provide the additional funding required in order to carry-out their share of the Work.

#### **Article 5: Intellectual Property**

##### **5.1 Own Knowledge**

Each Participant retains full and total ownership of its Own Knowledge.

##### **5.2 New Knowledge belonging to one Participant**

New Knowledge created alone by a single Participant belongs to that Participant and any resulting new patents shall only be registered in the name, and at the expense, of said Participant and at its sole initiative.

##### **5.3 Joint New Knowledge**

###### **5.3.1 Ownership principle**

In the event of New Knowledge being created by the staff of two or more Participants without being able to assess the individual contributions of these in obtaining such knowledge, this New Knowledge, hereafter referred to as "Joint New Knowledge", shall be jointly owned by these Participants (who are in turn hereafter referred to as the "Co-Owner Participants") proportionally to their intellectual, human, material and financial contributions, unless said Participants contractually agree to having the related property rights being transferred to one of them.

In the event of New Knowledge being created solely by a laboratory which is a joint research structure without corporate status, constituted by several Participants, the latter shall be deemed as being the owners of this New Knowledge, in accordance with the agreements executed between them.

In the event of Joint New Knowledge being created by the staff of at least two laboratories, each of which is a joint research structure, constituted by different Participants, ownership of the Joint New Knowledge shall be shared between the Participants which are the trustees of said joint research structures proportionally

to their intellectual, human, material and financial contributions, it being hereby stipulated that, within each joint research structure, the Participants constituting said joint research structure shall be personally responsible for the breakdown of the proportion of ownership between them, in accordance with the agreements executed between them.

Any and all Joint New Knowledge consisting of a new patent, software or other knowledge protected by an intellectual property right, shall be subject to rules of co-ownership, that shall be drawn-up between the Co-Owner Participants as soon as necessary and, in all cases, prior to any and all industrial and/or commercial use.

### **5.3.2 Patentable Joint New Knowledge**

The Co-Owner Participants [in cooperation with the Associated Participant(s)] of the patentable Joint New Knowledge shall decide whether the latter shall be subject to patent applications filed/registered in their joint names and shall designate the Participant from amongst them which shall be responsible for accomplishing the filing/registration formalities and for maintaining the patent in force.

The expenses relating to filing/registration, obtaining and maintaining the new patents in force under co-ownership arrangements shall be borne by the Co-Owner Participants according to their share of ownership as set forth in Article 5.3.1 hereinabove.

Should a Co-Owner Participant waive its entitlement to file/register, continue with a registration procedure or maintain one or several new patents in force, it shall inform the other Co-Owner Participants in due time so that the latter may file/register in their own names, and continue with the procedure for registering or maintaining said new patents in force, at their own expense and for their own benefit. The desisting Participant undertakes to sign, or have signed, any and all documents required to enable the other Co-Owner Participants to become sole co-owners of the new patent(s) in question for the relevant country or countries.

A Co-Owner Participant shall be deemed to have relinquished its rights over a new patent sixty (60) days following receipt of a registered letter with acknowledgement of receipt requesting it to give its decision in this respect, sent by the Co-Owner Participant responsible for accomplishing the formalities relating to filing/registration and maintaining the patents in force, as referred to in the first paragraph of this Article.

It is hereby stipulated that the waiving Participant shall not be able to claim any compensation as regards the use of the new patent(s) in question in the relevant country or countries.

Each Co-Owner Participant shall be personally responsible for any compensation for its inventors.

The Associated Participant could be a Co-Owner Participant, or could hold the privilege of decision on the exploitation of results, with the agreement of all the Participants, in case it is not a Co-Owner of Joint New Knowledge.

## **Article 6: Principe of Use and Usage**

### **6.1 Use and Usage of Own Knowledge**

Rules related to ownership and protection of Knowledge described under Article 5 shall apply. The following rules are complementary to these.

**6.1.1** Each Participant shall dispose freely of its Own Knowledge.

#### **6.1.2 Use for Carrying-out the Work**

In order to carry-out the Work, and for this sole purpose, each Participant grants a non-exclusive, non-assignable right, which may not be sub-licensed, and without financial consideration, to each of the other Participants, to use its Own Knowledge, provided said Own Knowledge is required for carrying-out its share of the Work.

Such Own Knowledge is provided by the Participant holding it at the express request of the other Participant and shall be considered as Confidential Information under the terms and conditions of Article 7.1 of the Agreement.

More specifically, when this Own Knowledge is software, unless there are provisions to the contrary in a licensing agreement executed between the relevant Participants, the Participant receiving such Own Knowledge may only use it on its own equipment and shall only be authorised to carry-out the reproduction that is strictly required by the loading, displaying, running, transferring and storing of this software for the sole purpose of its use to carry-out its share of the Work, and for making a back-up copy. The Participant receiving such Own Knowledge undertakes to refrain from using this software in any other manner and, in particular, from lending or disclosing it to third participants, unless it has the prior authorisation of the owner Participant, and from any and all use. The right of use thus granted shall not provide access to the source codes of the software in question without the prior, written authorisation of the Participant holding the rights over said software.

#### **6.1.3 Use for Commercial Purposes**

Each of the Participants undertakes to grant to the other Participants, following an express request from the latter and subject to third participant rights, a non-exclusive, non-assignable right that may not be sub-licensed, to use its Own Knowledge as required to enhance the New Knowledge, under the commercial market conditions for the Field of Application in question. Said commercial conditions and the terms of this licence shall be negotiated prior to any and all industrial and/or commercial use and shall be subject to a licensing agreement executed between the relevant Participants.

More specifically, when this Own Knowledge is software, the Participant receiving it may only use it on its own equipment and shall only be authorised to carry-out the reproduction that is strictly required by the loading, displaying, running, transferring and storing of this software for the sole purpose of using it to use its New Knowledge, and for making a back-up.

## **6.2 Use and Usage of the New Knowledge and the Joint New Knowledge**

### **6.2.1 General Principles**

Subject to the provisions of Article 6.2.5 hereinafter, each Participant may freely use, exploit and/or have exploited, the New Knowledge that it owns under Article 5 hereof.

The Participants undertake to take all appropriate measures, in particular, vis-à-vis their staff and/or any subcontractors, to enable them to grant the other Participants the rights of use and usage of the New Knowledge or the Joint New Knowledge, under the terms and conditions provided for in the Agreement.

### **6.2.2 Use for Carrying-out the Work**

Each Participant grants a non-exclusive, non-assignable right, that may not be sub-licensed, and without financial consideration, to the other Participants, to use its New Knowledge for the sole purpose of carrying-out their share of the Works. The conditions for exercising this right of use are the same as those provided for in Article 6.1.2 hereinabove relating to the use of Own Knowledge.

In the case of software, the Participant receiving such New Knowledge may only use it on its own equipment and shall only be authorised to carry-out the reproduction that is strictly required by the loading, displaying, running, transferring and storing of this software for the sole purpose of its use to carry-out its share of the Work, and for making a back-up copy.

### **6.2.3 Use for Research**

Each Participant may use, freely and free-of-charge, at its request, the New Knowledge belonging to the other Participants solely for its own research requirements and pursuant to research collaboration with third participants, to the exclusion of any and all direct and/or indirect use for commercial purposes.

If the New Knowledge thus requested is constituted of software, its furnishing shall be subject to a written agreement between the Participants in question that shall specify the terms and conditions of use, it being hereby stipulated that the rights of use granted in this manner shall not provide access to the source codes without the express agreement of the owner Participant or the Co-Owner.

### **6.2.4 Use of the Joint New Knowledge**

The Co-Owner Participants of the Joint New Knowledge shall specify the terms and conditions for its use pursuant to an enhancement agreement prior to any and all industrial and commercial use or, for new patents subject to joint

ownership, pursuant to rules of co-ownership as referred to in Article 5.3.1 hereinabove and in compliance with the principles set forth in Article 6.2.5.

As of now, the Participants agree that any direct and/or indirect use by a Co-Owner Participant of the Joint New Knowledge shall be subject to financial compensation being paid to the other Co-Owner Participants according to terms and conditions set forth subsequently in the abovementioned enhancement agreement or in the rules of co-ownership, without prejudice to Article 6.2.5 hereinafter.

When the Joint New Knowledge consists of software, the prior agreement of the other Co-Owner Participants shall be required if the planned use shall lead to communication of the source codes.

### **6.2.5 Use of the New Knowledge and the Joint New Knowledge by another Participant**

**6.2.5.1** For a term of eighteen (18) months as from the Agreement's expiry or termination date, each owner Participant or Co-Owner Participant undertakes to grant a non-exclusive, non-assignable right, without entitlement to sub-licence, for use of its New Knowledge within a Field of Application to any other Participant that may so request, provided such is required by the Participant making the request in order to use its own New Knowledge. Said right shall be granted under preferential terms (i.e. more favourable than the commercial market conditions for the Field of Application in question) or under any and all other conditions jointly agreed to by the Participants. The preferential terms and the terms and conditions of the licence shall be negotiated prior to any and all industrial and/or commercial use and shall be subject to a licensing agreement executed between the relevant Participants.

In the case of software, the Participant receiving such New Knowledge may only use it on its own equipment and shall only be authorised to carry-out the reproduction that is strictly required by the loading, displaying, running, transferring and storing of this software for the sole purpose of using it to use New Knowledge, and for making a back-up.

In the event that no licensing agreement is executed between the Participants under the foregoing terms and conditions within eighteen (18) months of the Agreement's expiry or termination date, the abovementioned commitment shall lapse and the owner Participant or Co-Owner Participant shall again be free to use the New Knowledge and/or have it used exclusively, subject to the agreement of the other Co-Owner Participants for Joint New Knowledge.

## **Article 7: Confidentiality - Publications**

### **7.1 Confidentiality**

**7.1.1** Each Participant shall only provide the other Participants with the Confidential Information that it deems to be required for implementation of the Project, subject to third participant rights.

**7.1.2** No provision of the Agreement may be construed as obliging any Participant to disclose Confidential Information to another Participant, with the exception of the information required for implementation of the Project.

**7.1.3** The Participant which receives Confidential Information from one of the other Participants undertakes, for the term of the Agreement and for two (2) years following its termination or expiry, to ensure that the Confidential Information originating from the Participant disclosing it:

- is kept strictly confidential and is protected in the same manner as its own Confidential Information;
- is only provided to the members of its staff or subcontractors which have to be familiar therewith and is only used for the purposes set forth in the Agreement.

Any and all other disclosure or use of the Confidential Information shall require the prior, written agreement of the Participant disclosing it.

**7.1.4** All the Confidential Information and its reproductions, both marked as "confidential", sent by a Participant to another pursuant to the Agreement shall remain the property of the Participant disclosing it, subject to third participant rights, and shall be immediately returned to the latter at its request.

**7.1.5** The Participant receiving the Confidential Information may disclose Confidential Information for which it is able to provide proof:

- that it was in the public domain prior or subsequent to its disclosure to it, and without any negligence being attributable to it;
- that use or disclosure was authorised in writing by the Participant from which it originated;
- that it was developed independently and in good faith by the staff of the Participant receiving it without such staff having access to said Confidential Information.
- that it was already in its possession prior the execution of the Agreement;
- that it was legally received from a third participant.
- that it must be disclosed as a result of an order issued by the authorities or by the courts.

**7.1.6** No provision of this Agreement implies:

- a waiver of protection of Confidential Information by a patent or by any and all other intellectual property right by the Participant disclosing it;
- a transfer of any right over this information by the Participant disclosing it in favour of the other Participants.

## **7.2 Publications - Communications**

**7.2.1** Any publication or communication as authorised in application of Article 6.1 must acknowledge the receipt of funding under the auspices of COII such as: "These results have been achieved within the framework of the 1st call on Research within ..., with funding from....".

**7.2.2** Each Participant undertakes not to publish, in any manner whatsoever, the Own Knowledge and the New Knowledge of other Participants with which it may have familiarised itself, provided such information is not in the public domain or if said Participant has not obtained the prior agreement of the Participant owning that Own or New Knowledge in question.

**7.2.3** Any planned publication or communication of information relating to the Work by one of the Participants shall be subject, during the term of the Agreement and for two (2) years following its expiry or termination date, to the prior and written agreement of the other Participants. No Partner may unreasonably withhold consent or unreasonably make its consent conditional upon alterations or deletions.

The Participants shall announce their decision within a maximum timeframe of one (1) month as from the request-notification date; said decision may consist of:

- unreserved acceptance of the planned publication or communication;
- or
- a request for changes, in particular if some of the information contained in the planned publication or communication may compromise the industrial and commercial use of the Own and/or New Knowledge, or a request that the publication or communication be postponed if such would seem to be dictated by actual and serious reasons, in particular if the information contained in the planned publication or communication needs to be protected as industrial property.

In each individual the Participants will attempt case to find an amicable solution that takes into account the interests of the other Participants. The requirement of approval does not apply for the Participants, if they only publish fundamental scientific statements or knowledge in fulfilling their legal or statutory obligation to publish research results, that do not constitute trade secrets of the other affected Participants.

As far as doctoral or postdoctoral theses are concerned, the Participant entitled to approval shall take into account appropriately the legal obligations and legitimate interests of the academic Participant and of the doctoral or postdoctoral students. In the event of mutual agreement to publish, the Participant entitled to approval therefore acknowledges that the doctoral respectively postdoctoral work created within the framework of the project must be published within a predetermined period.

Should a Participant fail to reply within this timeframe, it shall be deemed to have given its agreement. Nevertheless, eighteen (18) months after the initial submission of the planned publication or communication in question, none of the

Participants may refuse to agree to publication or communication, unless the information that shall be subject to said publication or communication has strategic scientific, industrial or commercial interest for the business activities of one of the Participants.

Such publications and communications shall mention the contribution of each Participant in implementing the Project as well as the assistance provided by COII.

**7.2.4** The provisions of this Article 7.2 shall not remove or prevent:

- either the obligation binding upon all persons involved in the Project to present an activity report to the organisation to which they report. In this respect, the publication of Confidential Information is limited to those bodies which need to be familiar therewith, provided they undertake to comply with the provisions relating to confidentiality;
- or the defence of theses by researchers involved in the Project. Such defence is organised in compliance with university regulations and the provisions relating to confidentiality. Where applicable, it may take place in camera and each member of the examining board shall be bound by a non-disclosure commitment.

**7.2.5** The publications and communications authorised in application of Article 6.1 will be sent, once published or communicated, to COII.

## **Article 8: Liability - Insurance**

### **8.1 General Provisions**

**8.1.1** Each Participant undertakes to carry-out its share of the Work in an orderly fashion and with its customary care and according to the state of science and technology known to it. The Participants do not give any warranty to the effect that the results of work they produce arising from this cooperation are free from third-party intellectual property rights or to the effect that specific Results of Work will be achieved.

**8.1.2** The Participants mutually waive entitlement to claim compensation from each other for consequential loss (loss of production, opportunity cost, etc.) that may occur pursuant to the Agreement.

### **8.2 Participants' Staff**

Each Participant shall pay for covering its own staff in accordance with applicable legislation in respect of social security, industrial accident and industrial disease schemes to which it is affiliated, and shall carry-out the formalities for which it is responsible.

### **8.3 Damage/Loss Caused to Participants' Property**

The Participants are only liable to each other in the event of willful actions or gross negligence. In the event of gross negligence, liability shall be limited to the



respective amount of funding. In the event of gross negligence, liability for direct loss and consequential loss shall be excluded. The above limitations and exclusions of liability shall not apply in the event of death, injury or damage to health.

Under the conditions of ordinary law, each Participant is responsible for the damage/loss caused by it to another Participant's moveable or immoveable property, owing to, or during the performance of, the Agreement.

#### **8.4 Damage/Loss Caused to Third Parties**

For that which concerns it, each Participant shall bear all the financial consequences of the civil liability that it incurs under ordinary law, owing to any and all bodily injury or physical damage caused to third parties during the Work carried-out pursuant to the Agreement.

The Participants agree that in the case of third-party claims, each Participant shall be liable inter se only to the extent that it is at fault. The Participants moreover agree to indemnify each other against all further claims.

#### **8.5 Insurance**

As and when required, each Participant shall take-out, and maintain effective, the insurance policies providing cover for any damage/loss to property or persons which may occur pursuant to the performance of the Agreement.

#### **8.6 Exclusion of Liability Attributable to Own and New Knowledge**

The Own or New Knowledge and/or other information disclosed by one of the Participants to any other Participant pursuant to performance of the Agreement is provided "as is", without any guarantee of any nature whatsoever.

Such knowledge and information is used by the Participants pursuant to the Agreement at their sole expense and respective risk and, consequently, no Participant may institute legal proceedings against another, in any capacity and on any grounds whatsoever, owing to the use of said knowledge and information.

#### **Article 9: Term**

The Agreement is executed for a 36 month term and shall take effect as from April 2018

The provisions of Articles 5, 6 and 7 hereinabove shall survive for their own term, notwithstanding the expiry or termination of the Agreement.

#### **Article 10: Termination**

In the event that a Participant were to breach its obligations hereunder, the other Participants may, subject to the agreement of COII and the National Agencies funding the Project, terminate the Agreement vis-à-vis the defaulting Participant if, within 30 days of a registered letter with acknowledgment of receipt having been sent to the Participant and the corresponding National Funding Agency, the

defaulting Participant has still failed to comply with its obligations. The termination decision must be adopted by a unanimous vote from the non-defaulting Participants within the Committee, and has to be validated by COII and all the National Agencies funding the project.

In the event of a Participant failing to meet its obligations to the National Agency supplying the funding for its Work, the National Agency reserves the right to terminate the defaulting participant according to the rules and regulations in place in that Participant's country. In such a case, the National Agency will inform COII of its decision who in turn will inform the Coordinator.

In either case, the remaining Participants may elect either to assume the Work of the defaulting Participant themselves or to entrust a third participant with all or part of the Work to be carried-out. In both situations, this can only be undertaken with the explicit consent of COII and the National Agencies funding the project.

The defaulting Participant undertakes to provide, free-of-charge, the other Participants or the substitute third participant with all the information required to continue with implementation of the Project in its stead. The defaulting Participant shall produce a final report and return papers, documentation, data storage media and objects received upon request from other Participants.

The exercising of this termination right shall not discharge the defaulting Participant from complying with its contractual obligations until the effective termination date, subject to any damage/loss that may be suffered by the other Participants owing to the partial termination of the Agreement.

## **Article 11: Force Majeure**

**11.1** "Force majeure" means any unforeseeable and exceptional event affecting performance of the Agreement, which is outside the control of the Participants, and which cannot be avoided in spite of the efforts which the Participants may reasonably make.

**11.2** The Participant invoking an event of force majeure shall advise the other Participants thereof within seven (7) days of the occurrence of the said event. The Coordinator shall then inform COII immediately.

**11.3** Where applicable, the lead-times for carrying-out the Work may be extended by joint agreement between the Participants and COII and the National Agencies funding the Project.

## **Article 12: *Intuitu personae***

The Agreement is executed *intuitu personae*. Consequently, no Participant is authorised to transfer all or part of the rights and obligations hereunder to a third participant without the prior and written agreement of the other Participants and of the Consortium.

### **Article 13: Governing Law – Disputes and Final provisions**

**13.1** This Consortium Agreement shall be construed in accordance with and governed by the substantive laws of Belgium excluding its conflict of law provisions.

**13.2** In the event of a disagreement as regards the interpretation or performance of the Agreement, the Participants shall endeavour to settle their dispute out-of-court through the Committee, and subsequently through their respective direction.

Should the disagreement persist, the matter shall be referred to the European Courts having jurisdiction.

13.3 Should one provision of this Consortium Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with retroactive effect by a provision that is legally permissible and that comes closest to the intended purpose of the original provision.

13.4 No Partner may assume obligations that bind other Partners without first receiving their previous express written consent.

13.5 Any amendments or supplements to this Consortium Agreement shall be in writing. This formal requirement may only be waived in writing

#### **Appendices:**

The following documents are appended to the Agreement and form an integral part thereof:

- **Appendix 1: Committee Representatives**
- **Appendix 2: Participants' Own Knowledge** Work carried-out by the Participants

In the event of a conflict or difference between the body of the Agreement and one of its Appendices, the body of the Agreement shall take precedence.

Executed in Ancona, **18 MAG. 2018**  
In 2 originals

For Participant UPM  
Sauro Longhi  
Rector of Università Politecnica delle Marche

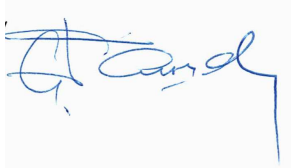
[Signature]

**IL RETTORE**  
*Prof. Sauro Longhi*



For Participant FGI  
Dr.Sci. Stefan Gandev  
Director of FGI

[Signature]

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For Participant LAIM  
Michael Oberhuber  
Director

[Signature]



For Participant INHORT  
Małgorzata Korbin  
Director

[Signature]

Z-ca **DYREKTORA**  
d/s **NAUKOWYCH**  
*[Handwritten Signature]*  
prof. dr hab. **Stanisław Kaniszewski**  
-1-

18.03.130.001

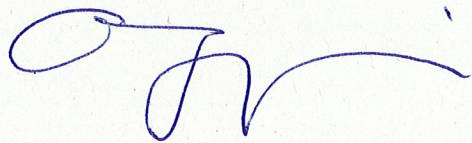
For Associated Participant CTIFL  
Louis ORENGA  
Director of CTIFL

[Signature]





For Participant FiBL  
Prof. Dr. Urs Niggli  
Director of FiBL



Frick, 20.03.2018

For Participant BioS  
Bernhard Lösch  
President of BioS

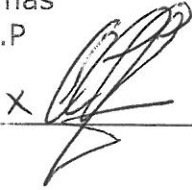
[Signature]

**BIO SUEDTIROL Genossenschaft**  
Landwirtschaftliche Gesellschaft  
Trojenvogelweg 15 1-39010 Tscherns  
MwSt.-ID-Nr.: IT02313790210 Nr. HK-BZ  
Tel. 0473 550200 - Fax 0473 554126

Tscherns, 14.03.2018

For Participant VI.P  
Oberhofer Thomas  
President of VI.P

[Signature]

x 

16.04.2018

**VI.P** Gen. landw. Gesellschaft  
ABTEILUNG BIO

Rechtssitz:

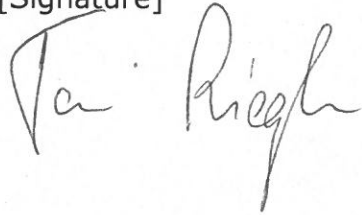
I-39021 Latsch, Hauptstraße 1c

Tel. 0473 723327 - Fax 0473 723460

MwSt.-Nr: IT 00725570212

For Participant Bioland Südtirol  
Toni Riegler  
President of Bioland Südtirol

[Signature]

A handwritten signature in black ink, appearing to read "Toni Riegler". The signature is written in a cursive style with a large initial 'T' and 'R'.

For Participant Centro di Consulenza per la fruttivicoltura dell'Alto Adige (SBR  
Organic)  
Manuel Santer  
President of SBR

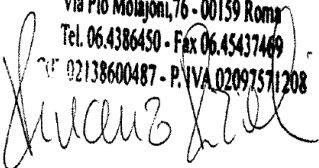
[Signature]

A handwritten signature in black ink, appearing to be 'MS', written over a horizontal line.

For Associated Participant AIAB  
Vincenzo Vizioli  
President of AIAB

[Signature]

**A.I.A.B.**  
Associazione Italiana per l'Agricoltura Biologica  
Via Pio Molajoni, 76 - 00159 Roma  
Tel. 06.4386450 - Fax 06.45437469  
P. IVA 02138600487 - P. IVA 02097571208



For Participant UHOH  
Prof. Dr. Stephan Dabbert  
President of UHOH

[Signature]



UNIVERSITY OF HOHENHEIM  
PRESIDENT

For Participant UHOH  
Dr. Sabine Zikeli  
Project leader

[*Signature*]

A handwritten signature in blue ink, appearing to read 'Sabine Zikeli', is written over the [Signature] placeholder.

Dr. Sabine Zikeli  
Koordinatorin für Ökologischen Landbau  
Universität Hohenheim (340D)  
D-70593 Stuttgart



For Associated Participant FOKO  
Nikolaus Glocker  
President/First Chairman of FOKO

[Signature]

A handwritten signature in black ink that reads "Nikolaus Glocker". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

## Appendix 1: Committee Representatives

**Participant list and role:** all the participants have a role in WP1 organization and in dissemination of the results

<b>Participant (acronym)</b>	<b>Role</b>
<b>UPM</b>	<b>Coordinator</b> <b>WP1 manager</b> WP2 participant WP3 participant WP4 participant WP6 participant
<b>FGI</b>	WP2 participant WP3 participant WP4 participant WP5 participant WP6 participant
<b>LAIM</b>	<b>WP5 manager</b> WP2 participant WP3 participant WP4 participant WP6 participant
<b>INHORT</b>	<b>WP6 manager</b> WP2 participant WP3 participant WP4 participant
<b>CTIFL</b>	<b>WP3 manager</b> WP2 participant WP4 participant WP5 participant WP6 participant
<b>FiBL</b>	<b>WP2 manager</b> WP3 participant WP4 participant WP5 participant WP6 participant
<b>BioS</b>	WP2 participant WP6 participant
<b>Vip</b>	WP2 participant WP6 participant
<b>BLand</b>	WP2 participant WP6 participant
<b>SBR</b>	WP2 participant WP6 participant
<b>AIAB</b>	WP2 participant WP6 participant
<b>UHOH</b>	<b>WP4 manager</b> WP2 participant

	WP3 participant WP6 participant
<b>FOKO</b>	WP2 participant WP4 participant

## Appendix 2: Participants' Own Knowledge

Work carried-out by the Participants pursuant to the Project under this Agreement

Activities in Experimental fields

Participant	WP	Fruit Species	Herbaceous species, amendments, other techniques	Activity	Country
<b>UPM</b>	<b>WP 2</b>	all		Questionnaires, information on living mulching and amendment.	Italy
	<b>WP 6</b>	all		field nutrient and carbon balances	Italy
	<b>WP3</b> (WP4)	<b>Apricot</b> varieties and rootstocks	<b>Intrarow</b> Strawberry ( <i>F. vesca</i> , vs. <i>F. chiloensis</i> , vs. <i>F. xananassa</i> ) <b>Interrow</b> Mix Festuca sativa, Sinapis alba and Trifolium repens. Vs. natural sod	<b>Biodiversity</b> impact will be investigated <b>Crop Productivity</b> the vegetative characteristic of apricot and grapevine tree will be investigated	Italy (Agugliano, Marche)  Exp farm of the University In low hillside
	<b>WP4</b> (WP3)	<b>Grapevine</b> "Verdicchio organic wine"	Intrarow Strawberry ( <i>F. vesca</i> ) <b>Trial 1 Interrow</b> Trifolium alexandrinum Vs Tillage <b>Trial 2 Interrow</b> Hordeum vulgare plus legume species Vs Hedysarum coronarium Vs tillage	<b>Soil Fertility</b> the vegetative characteristic of grapevine tree will be investigated	Italy (Matelica, Marche)  Private organic vineyard in high hillside
<b>FGI</b>	<b>WP2</b>	all		Questionnaires, information on organic fruit production systems	Bulgaria
	<b>WP3 and WP4</b>	<b>Apple</b>	<b>Intrarow</b> For intercropping in the tree rows will be used the leguminous species <b>Interrow</b> For intercropping between the tree rows will be used the	<b>Crop Productivity</b> The vegetative and reproductive characteristic of apple tree and fruit quality will be investigated. <b>Soil Fertility.</b> The soil and leaf samples will be analyzed	Bulgaria, at the FGI

			leguminous species <b>Amendments</b> Different potential new fertilizers and amendment treatment will be applied	before and after the growing season for their chemical composition	
	<b>WP5</b>	<b>Apple</b>	<b>Overhead covering</b> As physical barriers will be used anti hail net system for reducing the pests in apple orchards.	<b>Sustainable pest management</b> will be investigated	Bulgaria, at the FGI
<b>LAIM</b>	<b>WP2</b>	<b>all</b>		Questionnaires Information and dissemination	Italy
	<b>WP3 and WP4</b>	<b>Apple and grapevine</b>	Testing <b>intrarow</b> of cover crops minimally competitive or representing a source of secondary income in apple and grape. Testing of <b>interrow</b> pluri-annual cover crops of leguminous or species attractive for beneficial insects. Testing of <b>microbial based products</b> in newly planted orchards. Pot incubation trials for mineralization dynamics	<b>Biodiversity</b> impact will be investigated <b>Crop Productivity</b> the vegetative characteristic of apple and grapevine tree will be investigated Calculation of nutrient balances in apple orchard and vineyard. <b>Fertility</b> Listing of local by-products suitable for amendment production and characterization	Italy, at Laimburg research station and farmer fields
	<b>WP5</b>	<b>Apple, apricot, cherry and grapevine</b>	<b>Overhead covering</b> Different physical barriers will be used for reducing the pests. Comparison of uncovered and partly closed covering systems in association with other practices to reduce external inputs use (fertilizers and pesticides, water and the living mulching	<b>Sustainable pest management</b> will be investigated, with evaluation of: a) effectiveness on pest and disease reduction, b) economic and ecological sustainability of the systems, c) quantity and quality from the crop	Italy, at Laimburg research station and farmer fields
	<b>WP6</b>	<b>all</b>	<b>Overhead covering</b>	carbon foot print of the different systems (covered and uncovered)	Italy
INHORT	WP2		Analysis of state of the art, current technologies in PL. Contribute to the survey of local fruit growing practices.	Survey at growers and advisors. Appraisal of current knowledge and practices. Dissemination activities	Poland

	WP3	apple	Testing two intrarow cover crops (with soil disinfestation properties and alternative productions - phytochemicals) in association with microbial based products	Evaluation of agronomic and plant protection properties, and sustainable management. Assessment of soil fertility, plant productivity, including nutrient balance calculations, soil and orchard health and biodiversity status	Poland, at INHORT experimental facilities and orchards
	WP4	apple	New fertilization management using interrow cover crops, organic fertilizers and microbial inocula. Experimental and demonstration trials of soil and fertilization management.	Soil Fertility Assessment of soil fertility and of potential effects of large S surpluses	Poland, at INHORT experimental facilities and farmers orchards
	WP6	Apple	Appraisal of <b>interrow and intrarow management</b> with pluri-annual cover crops and different organic and microbial-based fertilizers; Collection of data from different partners related to economic parameters	<b>Biodiversity</b> , Soil fertility, sustainability Eco-services appraisal and assessment on farm level. Evaluation of soil microbiota and mesofauna, entomofauna and flora diversity. Economic assessment of proposed soil management systems	Poland, Different participant orchards
<b>CTIFL</b>	WP2	all	<b>questionnaires</b> , and information on local organic fruit production systems	dissemination	France
	WP3	apple	Test the effect of several <b>interrow</b> and <b>intrarow</b> crops on apple orchard (2018-2021). The introduction of legumes crops in the system will be discuss and envisaged from 2019 onwards	Analyses secondary crop growth and effect on apple trees, and soil: water status, nutrient availability, soil structure and porosity, microbial communities	France Research station
	WP4	apple	Test the effect of a fertigation with liquid amendment compare to traditional organic fertilizer strategies	Contribute to the survey of local fruit growing practices and their impact on soils, including nutrient balance calculations	France Research station
	WP6	apple		Share the data from WP3	France Research station

<b>FiBL</b>	WP2	all	collect and deliver information from/to stakeholders related to all relevant crop management practices	Existing knowledge and state of the art of intercropping, soil matter balances, fertilization, plant protection and biodiversity	Switzerland
	WP3	Apple	Testing the effect of different <b>intrarow</b> cover crops	<b>Biodiversity</b> and <b>soil fertility</b> will be investigated	Switzerland (Frick) apple orchard
	WP4	apple	-	Contributing to the survey of local fruit growing practices and their impact on soils.	Switzerland
	WP5	apple	Testing the effect of a partly closed <b>covering system</b>	<b>Sustainable</b> pest management will be investigated	Switzerland (Frick) apple orchard.
	WP6	apple	Different proposed technologies	<b>Evaluation</b> of costs and benefits	Switzerland (Frick) apple orchard
<b>UHOH</b>	WP2	apple	nutrient balances and soil status, collection of previous experiences on living mulches, fertilizers and soil amendments	questionnaires, soil sampling and literature review. fertilization strategies on partner farms	in one main organic fruit growing area in Germany
	WP3	apple	testing living leguminous mulches in the orchard in the intrarow in the orchard	Evaluation in terms of biodiversity nutrient assessment	Germany, field trials at the Kompetenzzentrum Obstbau Bodensee
	WP4	apple	testing leguminous living mulches, legume grits, compost, external fertilizers (e.g. keratin products) and new fertilizers based on waste materials (e.g. liquid/solid to be determined together with FÖKO) in an organic orchard	determination of the impact on fruit quality, plant health and yield and on soil fertility (Nmin, Corg, Nt, St, Smin, plant available P, K, Mg, pH, etc.), calculation of nutrient balances based on the new fertilization strategies.	Germany, field trials at the Kompetenzzentrum Obstbau Bodensee, on-farm trials
	WP6		Impact of S inputs (plant protection, fertilization) and N dynamics	analyzing P availability, base saturation and micronutrients in	Germany

				field trials and pot trials and by assessing Nmin (N dynamics and leaching potential)	
<b>BioS</b>	WP2 and WP6	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Italy
<b>Vip</b>	WP2, and WP6	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Italy
<b>BLand</b>	WP2 and WP6	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Italy
<b>SBR</b>	WP2 and WP6	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Italy
<b>AIAB</b>	WP2 and WP6	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Italy
<b>FOKO</b>	WP2 and WP4	all	collaborating in all the processes related to the project	providing feedback for adjusting the project activities and focuses	Germany