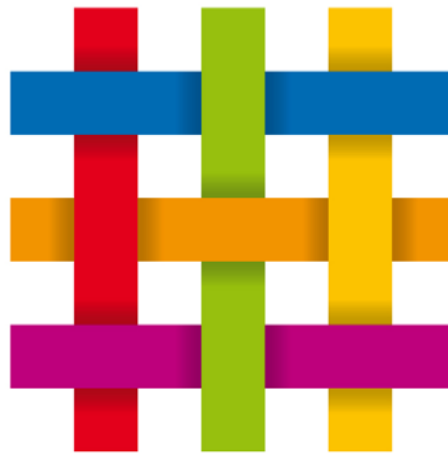


4D4Life



DESCA

The Simplified FP7 Model
Consortium Agreement
www.DESCA-FP7.eu

Version 2.0 May 2008

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE
COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings,
research centres and universities in actions under the Seventh Framework Programme and for
the dissemination of research results (2007-2013) hereinafter referred to as Rules for
Participation and the European Commission Grant Agreement, adopted on 10 April 2007,
hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007,
hereinafter referred to as Annex II of the EC-GA, and is made on 1st May 2009, hereinafter
referred to as "Effective Date"

BETWEEN:

- (1) THE UNIVERSITY OF READING,
the Coordinator
- (2) BOTANIC GARDENS CONSERVATION INTERNATIONAL
- (3) MUSEUM NATIONAL D'HISTOIRE NATURELLE
- (4) NARODNI MUZEUM
- (5) STICHTING EXPERTISECENTRUM VOOR TAXONOMISCHE IDENTIFICATIES
- (6) CARDIFF UNIVERSITY
- (7) STICHTING NATIONAAL NATUURHISTORISCH MUSEUM NATURALIS
- (8) SPECIES 2000
- (9) VLAAMS INSTITUUT VOOR DE ZEE VZW
- (10) MUSEUM FÜR NATURKUNDE-LEIBNIZ-INSTITUT FÜR EVOLUTIONS-UND
BIOVERSITÄTFORSCHUNG AN DER HUMBOLDT-UNIVERSITÄT ZU BERLIN
- (11) NATURAL HISTORY MUSEUM
- (12) CAB INTERNATIONAL
- (13) ROYAL BOTANIC GARDENS KEW
- (14) UNIVERSITÄT WIEN
- (15) UNIVERSITEIT UTRECHT
- (16) NATIONAL UNIVERSITY OF IRELAND, GALWAY
- (17) LEIBNIZ-INSTITUT FÜR MEERESWISSENSCHAFTEN AN DER UNIVERSITÄT KIEL
- (18) DEUTSCHES KREBSFORSCHUNGSZENTRUM
- (19) MUSEUM AND INSTITUTE OF ZOOLOGY-POLISH ACADEMY OF SCIENCES
- (20) LAND OBERÖSTERREICH

- (21) NATIONAL MUSEUM WALES
- (22) INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT
- (23) AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS
- (24) TSJ BVBA
- (25) STAATLICHE NATURWISSENSCHAFTLICHE SAMMLUNGEN BAYERN
- (26) UNIVERSITA DEGLI STUDI DI PADOVA
- (27) UNIVERSITEIT VAN AMSTERDAM
- (28) INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE
- (29) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD
- (30) WAGENINGEN UNIVERSITEIT
- (31) ROYAL BOTANIC GARDEN EDINBURGH
- (32) KØBENHAVNS UNIVERSITET
- (33) INTERNATIONAL TRUST FOR ZOOLOGICAL NOMENCLATURE
- (34) CHINESE ACADEMY OF SCIENCE
- (35) CENTRO DE REFERENCIA EM INFORMACAO AMBIENTAL
- (36) SMITHSONIAN INSTITUTION NATIONAL MUSEUM OF NATURAL HISTORY
- (37) COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION
- (38) LANDCARE RESEARCH NEW ZEALAND LIMITED

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

relating to the Project entitled

Distributed Dynamic Diversity Databases for Life

in short

4D4LIFE

hereinafter referred to as "Project"

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Description of Work”

Description of Work means the description of the work and the related agreed 4D4Life Budget, including the payment schedule, as updated and approved by the General Assembly.

“4D4Life Budget”

4D4Life Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Description of Work thereafter.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document Attachment 2 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (EC-GA Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Foreground or Background.

5.4 Force Majeure

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

Section 6: Governance structure

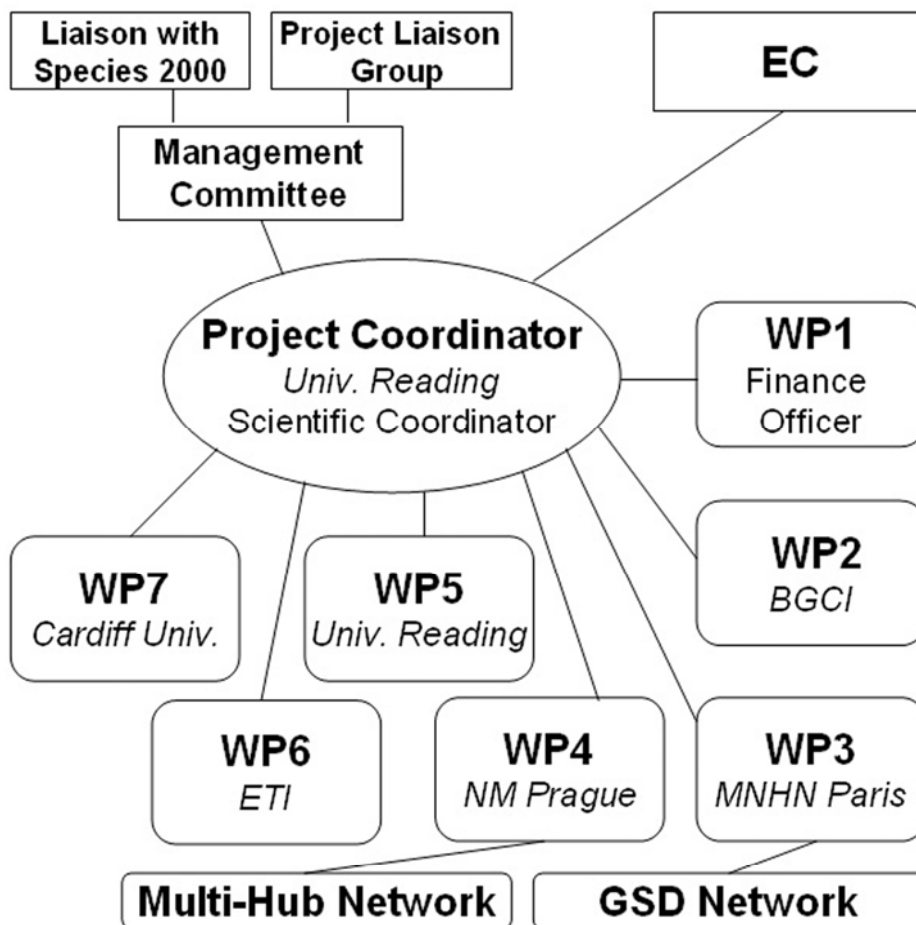
6.1 General structure

The organisational structure of the Consortium shall be as defined in the EC-GA Annex 1 and shall include the following Consortium Bodies :

- General Assembly
- Management Committee
- Project Liaison Group
- Liaison with Species 2000

The management structure of 4D4Life is illustrated below.

The General Assembly shall be the ultimate decision making body of the Consortium.



4D4Life Management Structure

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Consortium Agreement.

6.2 General additional operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	60 calendar days	30 calendar days
Management Committee	30 calendar days	7 calendar days
All other Consortium Bodies	30 calendar days	7 calendar days

6.2.2.2 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than a minimum of 7 calendar days preceding the meeting as indicated below.

6.2.2.3 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	4 calendar days for an extraordinary meeting
Management Committee	2 working days
Work Package Committee	2 working days

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

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes.

6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 21 days after the draft minutes of the meeting are sent.

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

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

6.2.4.6 A Party requesting to leave the Consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 21 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Article 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Management Committee may also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- (a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- (b) Changes to the Description of Work (including the 4D4Life Budget)
- (c) Additions to Attachment 1 (Background excluded)
- (d) Additions to Attachment 4 (Listed Affiliated Entities)
- (e) Additions to Attachment 6 (List of Third Parties)

Evolution of the Consortium

- (f) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- (g) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- (h) Declaration of a Party to be a Defaulting Party
- (i) Remedies to be performed by a Defaulting Party
- (j) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- (k) Proposal to the European Commission for a change of the Coordinator
- (l) Proposal to the European Commission for suspension of all or part of the Project
- (m) Proposal to the European Commission for termination of the Project and the Consortium Agreement

6.3.2 Management Committee

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.2.1 Members

The Coordinator shall chair all meetings of the Management Committee, unless decided otherwise.

6.3.2.2 Minutes of meetings

Minutes of Management Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Management Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Management Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Management Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Management Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Description of Work and, if necessary, propose modifications of the Description of Work to the General Assembly.

6.3.2.3.6 The Management Committee shall:

- (a) initiate, coordinate and have organised the Work Package(s)
- (b) support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- (c) prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Management Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3 Work Package sub committee

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.3.1 Members

A Work Package Sub Committee shall consist of one representative of each Party having a task within the respective Work Package (hereinafter Work Package Member).

A Work Package Leader shall chair all meetings of a Work Package Sub Committee.

6.3.3.2 Tasks

Each Work Package Sub Committee shall manage the respective Work Package, in particular with regard to:

- (a) the timely delivery of reports and Work Package results to the Management Committee and the Coordinator
- (b) reviewing the quality of the reports

- (c) formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Management Committee changes to the Description of Work and/or Annex I of the EC-GA
- (d) making proposals to the Management Committee for the admission of new Parties to the EC-GA and to the Consortium Agreement in order for said new Parties to participate in the Work Package
- (e) alerting the Management Committee and the Coordinator in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Party under said Work Package analysing and documenting, at the request of the Management Committee, a presumed breach of responsibilities of a Party under the Work Package and preparing a proposal of remedies to the Management Committee
- (f) deciding upon any exchange of tasks and related budgets between the Parties in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

6.3.3.3 Work Package Leader

The Work Package Leader of each Work Package is appointed by the General Assembly.

The Work Package Leader shall have the following functions only:

- (a) communicating any plans, deliverables, documents and information connected with the Work Package between its Members and, if relevant, to the Management Committee
- (b) submitting the implementation plan of the Work Package to the Management Committee for review and proposing an update of the Description of Work.
- (c) coordinating on a day-to-day basis the progress of the technical work under the Work Package
- (d) following up decisions made by Consortium Bodies insofar as they affect the Work Package
- (e) advising the Coordinator of any discrepancy with the Description of Work, including any delay in delivery.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the EC-GA and in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- (a) monitoring compliance by the Parties with their obligations
- (b) keeping the address list of Members and other contact persons updated and available
- (c) collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- (d) transmitting documents and information connected with the Project to and between Work Package Leaders, as appropriate, and any other Parties concerned
- (e) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3
- (f) providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the European Commission to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

6.4.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the EC-GA.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the 4D4Life Budget as included in the Description of Work
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Description of Work.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which spends less than its allocated share of the 4D4Life Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the 4D4Life Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

The 4D4Life Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2.2 Budgeting of coordination costs

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

7.3 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2

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

- budgeted costs for future work included in the Description of Work will be paid to Parties in separate instalments,
- costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

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

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

Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1 In case of joint ownership where no joint ownership agreement has yet been concluded and subject to Clause 8.3, 8.4 and 8.5 :

each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty free basis, and without requiring the prior consent of the other joint owner (s), and

-each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the following conditions :

At least 45 days prior notice must be given to the other joint owner (s); and
Fair and reasonable compensation must be provided to the other joint owner (s)

. The joint owners shall agree on all protection measures and the division of related cost in advance.

For the avoidance of doubt, it is not intended to give any of the Parties any rights to grant licences to individual databases or to the Species 2000 and ITIS Catalogue of Life beyond those agreed in the Species 2000 Access documents attached as Attachments 4 and 5 as amended from time to time by Species 2000 at the request of its members.

It is further acknowledged that all Parties who are not currently members of Species 2000 have been invited by Species 2000 (“Partner 8”) to take up membership of Species 2000 and to exercise their rights over the applicable Foreground by taking part in the governance and decision making of that organisation.

Transfer of Foreground

8.2 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

8.2.1 Should any Party wish to transfer ownership of some or all of its Foreground, it must notify the other Parties in writing. If the Foreground is Needed or there are other reasonable objections

concerning access rights these must be submitted in writing within thirty (30) days of the receipt of notification. Any transfer of ownership will include the transfer of obligations under this Agreement

8.2.2 Should the proposed transfer of ownership be outside the European Community notice must be given to both the Governing Council and the EC of no less than forty five (45) days. The EC reserves the right to refuse permission. The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

8.2.3 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

Licensing

8.3 To the extent that any Foreground is

a) protectable as a database or as Software, and is intended for development of the database system known as Species 2000 and ITIS Catalogue of Life

and/or

b) is intended to enhance the products and services of Species 2000 and ITIS Catalogue of Life.

the Parties hereby agree to licence those intellectual property rights to Species 2000 ("Partner 8") both during the project, and after project completion; Such licence shall be in accordance with the agreement attached as Attachment 4 or 5 as applicable and as amended from time to time by Species 2000 at the request of its members. Parties shall be advised promptly of changes to Attachments 4 and 5, which shall be incorporated as part of this Agreement.

c)

8.4 (a) The Parties hereby agree to grant a non-exclusive licence to Partner 8 to use the Standard Data (as defined in Attachment 8 Schedule 4) formulated under this Agreement. Such licence shall be in accordance with the agreement attached as Attachment 4 or 5 as applicable.

(b) Where Software is developed as Foreground or constitutes an improvement to Background and is identifiable as an outcome of Work Packages 5.1-5.2; 6.0-6.21 and 7.1-7.6 said Software shall be licensed non-exclusively to Partner 8 in perpetuity on terms which allow Partner 8 to copy the Software; to issue copies of the Software Object Code to the public; to grant licences for use of the Software; to make or authorise an adaptation of the Software (including its Source Code) or do any of the above in relation to an adaptation of the Software.

8.5 For the avoidance of doubt, improvements, developments and modifications which result from the execution of the project to a Party's Background (eg to the individual databases of the Parties ("Species Databases")) and are not severable from that Party's Background shall be the sole property of the owner of the Background.

The Parties further acknowledge this Agreement is not intended to confer any rights in respect of the intellectual property rights in the individual Species Databases including the Standard Data and marks and devices that serve to identify the Species Databases.

8.6 Dissemination

8.6.1 Publication

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

8.6.1.1 Prior notice of any planned publication shall be made 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.6.1.2 An objection is justified if

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

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

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

8.6.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.6.1 is not considered as an approval.

8.6.3 Cooperation obligations

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

8.6.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that listed in Attachment 1 shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Description of Work and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

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

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a royalty-free basis.

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

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

9.5 Access Rights for Affiliated Entities

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

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that:

- they hold a licence on Foreground developed by a Party they are affiliated to; and
- they Need Access Rights in order to Use such Foreground; and
- they are established in a Member State or an Associated Country;
- and they are listed in [Attachment 3 (Listed Affiliated Entities)] to this Consortium Agreement.

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

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Except where expressly listed in the Description of Work, Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 years after the end of the Project:

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

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

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

- (a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- (f) the Confidential Information was already known to the Recipient prior to disclosure.

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- (a) notify the Disclosing Party, and

(b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background excluded)
Attachment 2 (Accession document)
Attachment 3 (Listed Affiliated Entities)
Attachment 4 (Species Database Access Licence)
Attachment 5 (Species Database Access Agreement)

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

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 3.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.1.2 require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

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

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

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

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

Section 12: Signatures

AS WITNESS:

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

THE UNIVERSITY OF READING

Signature(s)

Name(s)

Title(s)

BOTANTIC GARDENS CONSERVATION INTERNATIONAL

Signature(s)

Name(s)

Title(s)

MUSEUM NATIONAL D'HISTOIRE NATURELLE

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

NARODNI MUZEUM

Signature(s)

Name(s)

Title(s)

STICHTING EXPERTISECENTRUM VOOR TAXONOMISCHE IDENTIFICATIES

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

CARDIFF UNIVERSITY

Signature(s)

Name(s)

Title(s)

STICHTING NATIONAAL NATUURHISTORISCH MUSEUM NATURALIS

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

SPECIES 2000

Signature(s)

Name(s)

Title(s)

VLAAMS INSTITUUT VOOR DE ZEE VZW

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

MUSEUM FÜR NATURKUNDE-LEIBNIZ-INSTITUT FÜR EVOLUTIONS-UND
BIOVERSITÄTFFORSCHUNG AN DER HUMBOLDT-UNIVERSITÄT ZU BERLIN

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

NATURAL HISTORY MUSEUM

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

CAB INTERNATIONAL

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

ROYAL BOTANIC GARDENS KEW

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

UNIVERSITAET WIEN

Signature(s)

Name(s)

Title(s)

UNIVERSITEIT UTRECHT

Signature(s)

Name(s)

Title(s)

NATIONAL UNIVERSITY OF IRELAND, GALWAY

Signature(s)

Name(s)

Title(s)

LEIBNIZ-INSTITUT FUER MEERESWISSENSCHAFTEN AN DE UNIVERSITAET KIEL

Signature(s)

Name(s)

Title(s)

DEUTSCHES KREBSFORSCHUNGSZENTRUM

Signature(s)

Name(s)

Title(s)

MUSEUM AND INSTITUTE OF ZOOLOGY-POLISH ACADEMY OF SCIENCES

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

LAND OBEROSTERREICH

Signature(s)

Name(s)

Title(s)

NATIONAL MUSEUM WALES

Signature(s)

Name(s)

Title(s)

INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT

Signature(s)

Name(s)

Title(s)

AGENCIA ESTATAL COSNEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

TSJ BVBA
Signature(s)
Name(s)
Title(s)

STAATLICHE NATURWISSENSCHAFTLICHE SAMMLUNGEN BAYERN

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

UNIVERSITA DEGLI STUDI DI PADOVA

Name(s)

Title(s)

4D4 Life-Version 1.4

UNIVERSITEIT VAN AMSTERDAM

Signature(s)

Name(s)

Title(s)

INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE

Signature(s)

Name(s)

Title(s)

THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD

Signature(s)

Name(s)

Title(s)

WAGENINGEN UNIVERSITEIT

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

ROYAL BOTANIC GARDEN EDINBURGH

Signature(s)

Name(s)

Title(s)

KØBENHAVNS UNIVERSITET

Signature(s)

Name(s)

Title(s)

INTERNATIONAL TRUST FOR ZOOLOGICAL NOMENCLATURE

Signature(s)

Name(s)

Title(s)

CHINESE ACADEMY OF SCIENCE

Signature(s)

Name(s)

Title(s)

CENTRO DE REFERENCIA EM INFORMACAO AMBIENTAL

Signature(s)

Name(s)

Title(s)

SMITHSONIAN INSTITUTION NATIONAL MUSEUM OF NATURAL HISTORY

Signature(s)

Name(s)

Title(s)

COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION

Signature(s)

Name(s)

Title(s)

4D4 Life-Version 1.4

LANDCARE RESEARCH NEW ZEALAND LTD

Signature(s)

Name(s)

Title(s)

[Attachment 1: Background excluded]

Background excluded from Access Rights:

- a.
- b.

...

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

[Attachment 2: Accession document]

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 3: Listed Affiliated Entities]

Attachment 4 :

SPECIES 2000

Species
2000

SPECIES DATABASE ACCESS LICENCE

Between

Species 2000

And

[Database Custodian]

LICENCE FOR USE OF SPECIES DATABASE(S)

This Licence is made on [Date] _____

BETWEEN

(1) **Species 2000**, a company limited by guarantee (that is by the terms of its incorporation not trading for profit) with its registered office at The University of Reading, School of Plant Sciences, Reading RG6 6AS, UK (Species 2000); and

(2) [Database custodian name and address]

the Species Database(s) Custodian (SDC)

RECITALS

1. SDC is the owner of all copyright and other intellectual property rights vesting in information contained in the Species Database(s) referred to in Schedule One, "the Species Database(s)" which include(s) the Standard Data (as defined in Schedule Four, " the Standard Data").
2. Following a peer review process Species 2000 wishes to take a licence of the Standard Data for the purposes of compiling and publishing a checklist of species in an annual edition on CD-ROM or similar medium and by way of an on-line resource ("Annual Checklist") and for the purposes of compiling and publishing by way of an on-line resource a dynamic checklist ("Dynamic Checklist") both of which involve incorporating the Standard Data alongside material from other providers and Species 2000 intends to sub-license this information to third parties.
3. The parties enter into this agreement in order to record the terms of this Licence.

OPERATIVE PROVISIONS

1. Licence

In consideration of Species 2000 making the Standard Data available to the public free of charge in accordance with the terms of this Licence, SDC hereby grants to Species 2000 free of charge, a non exclusive worldwide licence to use the Standard Data for the uses as described in Schedule Two of this Licence.

2. Duration

This Licence shall be effective for an initial period of five (5) years from the above date and then be renewed automatically on an annual basis unless terminated by either party giving notice as set out in Clause 4.1 of this Licence.

3. Warranties and Obligations

3.1 SDC and Species 2000 hereby give the warranties as set out in Schedule Three of this Licence.

3.2 Species 2000 will use reasonable endeavours to display the Standard Data in its original form without biological or taxonomic editing but shall not be liable for any distortions, misrepresentations or errors it may make in relation to the Standard Data. In order to provide uniformity and integration over the sectors provided by all contributors, SDC permits the labelling of taxonomic sectors and fields to be chosen by Species 2000.

4. Termination

4.1 This Licence may be terminated at any time by either party giving three (3) calendar months written notice to the other party.

4.2 Each party shall have the right to terminate this Licence forthwith by written notice to the other party in the event that the other party shall fail to perform or observe any of the obligations on

its part to be performed or observed under this Licence PROVIDED THAT in a case where the breach is remediable such notice shall also require the party in default to remedy such breach and if so remedied within three (3) calendar months of such notice being served such notice to terminate this Licence shall be deemed to be void and of no effect.

5. Consequences of Termination

In the event of termination for any reason:

- 5.1 From the date of termination Species 2000 shall not include the Standard Data in any future Annual Checklist unless the next CD-ROM (or similar medium) is at the time of termination already in production, in which case Species 2000 may proceed with production and distribution.
- 5.2 Species 2000 shall within three (3) calendar months from the date of termination not enable any further access to the Standard Data via the Internet or any other public network, with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.
- 5.3 Both parties shall within three (3) calendar months from the date of termination remove the other party's material from its products or services with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.
- 5.4 Species 2000 shall within three (3) calendar months from the date of termination return to SDC, deliver to SDC or destroy (at SDC's election) all copies of the Species Database(s) in its possession which shall include the deletion of all electronic copies of the Species Database(s) within Species 2000 control, with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.
- 5.5 Species 2000 may continue to provide Internet or other public network access to archived copies of the Standard Data held in the Species 2000 web site as long as Species 2000 makes it clear to third party users when they access this data:

- 5.5.1 that the licence between Species 2000 and SDC has been terminated either entirely or with regard to specific Standard Data;
- 5.5.2 that the Standard Data is an archived version and may have been superseded;
- 5.5.3 the date of the termination of the licence between Species 2000 and SDC.

Downloading from archive copies of the SDC's Standard Data on the Internet shall after termination be limited to a maximum of 100 species per request.

6. Temporary Continuation

Where an SDC becomes insolvent, dies, or ceases to operate, or ceases to respond to repeated communications Species 2000 may continue to access the Standard Data in good faith (and in its discretion to assist with the maintenance of this) until arrangements are notified by SDC or its legal representative.

7. Dispute Resolution

- 7.1 Any dispute arising out of or in connection with this Licence shall be referred to a single expert to be agreed by the parties or failing agreement within three (3) months of either party giving notice to the other of a request to appoint an expert, such expert will be appointed by the President for the time being of the Law Society of England and Wales on the application of either party.
- 7.2 Any person to whom a reference is made will act as an expert and not as an arbitrator. The parties agree that the decision of the expert (which will be given in writing stating reasons) will be final and binding on the parties.
- 7.3 The costs of the reference to an expert will be borne in the first instance by the party making the reference. The expert will in his decision determine the liability for such costs, which decision will be final and binding on the parties.
- 7.4 This Licence shall be governed and construed in accordance with English law.

8. Intellectual Property

- 8.1 Species 2000 acknowledges that all intellectual property rights that subsist in the Species Database(s), the Standard Data and the marks and devices that serve to identify the Species Database(s), the Standard Data and SDC belong to SDC.
- 8.2 Species 2000 acknowledges that it is not entitled to any rights in respect of the intellectual property rights in the Species Database(s) and the Standard Data, nor is it entitled to use the marks and devices that serve to identify the Species Database(s), the Standard Data and SDC except as expressly provided herein.
- 8.3 If Species 2000 obtains any intellectual property rights in respect of any amended, edited or improved versions of the Species Database(s) or the Standard Data, Species 2000 hereby assigns all such intellectual property rights to SDC PROVIDED that this does not include ownership of any intellectual property rights (including database rights) that may subsist in compilations of the Standard Data when it is incorporated with other data.

9. General

- 9.1 This Licence constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement between the parties relating to its subject matter.
- 9.2 Any notice or other documents to be given under this Licence shall be given by sending the same in a pre-paid first class or, where applicable, airmail letter or by courier to the address of the relevant party set out in this Licence or to any address which that party may have notified to the other for such a purpose. Any notice sent by post or courier shall be deemed to have been delivered 21 days after despatch and in proving despatch it shall be sufficient to show that the envelope was properly stamped, addressed and posted.
- 9.3 The obligations of Species 2000 under this Licence are personal to Species 2000 and may not be transferred without the prior written approval of SDC provided that Species 2000 shall be entitled to transfer its rights and obligations under this Licence to some institution or institutions having similar objects to Species 2000 as specified in Clause 7 of its Memorandum of Association relating to the winding-up and dissolution of the Company.

9.4 As a result of this Licence Species 2000 undertakes to grant a licence to SDC for use of the Species 2000 contributor logo in accordance with terms of use agreed in advance with Species 2000.

9.5 Species 2000 may make alterations to the Standard Data baseline document and will notify SDC of all such alterations by circulating the amended document. All such alterations are optional and SDC will make its best endeavours to comply with the alterations.

9.6 A key element of recruiting database sectors to Species 2000 is a peer review process intended to assure the quality of the product. Both the data provided or made accessible as part of the peer review process, and the peer reviews generated, are restricted to Species 2000 personnel and the reviewers selected and an anonymous copy of the peer review will be supplied to SDC.

9.7 SDC permits Species 2000 to display its name alongside the Standard Data within the Annual and the Dynamic Checklists for the purposes of confirming the source of the information.

10. Changes to this Licence

Both parties may propose changes to this Licence. Species 2000 reserves the right to review proposed changes and to seek the approval of other member organisations and SDCs that are not members before implementing any proposed changes.

IN WITNESS of which the parties have caused this Licence to be executed by their duly authorised representatives the day and year written above.

**Frank Bisby, Species 2000
Executive Director**

Signed by a duly authorised representative of Species 2000

Print name

Date: _____

Signed by a duly authorised representative of SDC

Print name

Date: _____

Schedule One

List of Species Database(s) to which access has been granted to Species 2000 by this Licence.

1. Full Database Name (Short Database Name): _____

Schedule Two

Uses of the Standard Data from Species Database(s)

1. Subject to Clauses 2, 4 and 5 below Species 2000 may publish Standard Data from the Species Database(s) as listed in Schedule One by on-line publishing on the Internet or other public network or by electronic publication on CD-ROM (or similar medium) for non-commercial purposes only.
2. Species 2000 may sub-license its rights to use the Standard Data to *bona fide* not-for-profit organisations where these organisations seek access to Standard Data from two or more SDCs provided that:
 - 2.1 In so doing Species 2000 requires the continued association of three credit levels with the Standard Data by the licensee (these are: to Species 2000 (top level), the species database (database level), and to the 'latest taxonomic scrutiny' field when provided by the species database (taxonomist level)).
 - 2.2 The terms of all such sub-licences reflect the terms of access here agreed between Species 2000 and SDC with particular regard to intellectual property and third-party liability.
 - 2.3 The terms of all such sub-licences are reported in writing by Species 2000 to all SDCs each year at the Species 2000 Annual General Meeting ("AGM").
 - 2.4 The terms of all such sub-licences are reported in writing by Species 2000 to SDC at any other time upon the reasonable request of SDC.
 - 2.5 All such sub-licences be subject to the restrictions that they may not be further sub-licensed; and
 - 2.6 Species 2000 refrains from sub-licensing the use of the Standard Data to any third party that SDC may reasonably stipulate.
3. Species 2000 may on occasion receive an offer of a financial contribution to (without limitation) generation, production and service costs ("Running Costs") from a third party in relation to the sub-licence of the Standard Data as referred to in 2 above and will divide and distribute such contributions to Running Costs between SDCs and itself on the following basis.
 - 3.1 There will be a framework for division and distribution of such contributions which will be agreed by the Directors of Species 2000 after consulting with both the members of Species 2000 and the SDCs that are not members.
 - 3.2 The current framework shall be reported to members of Species 2000 annually at its AGM.
 - 3.3 The framework may be changed by the Directors by repeating the consultation set out in 3.1 and reporting the changes at the next AGM.
 - 3.4 The division and distribution of any such contributions will be managed by the Directors in accordance with the current framework and the Memorandum and Articles of Association of Species 2000. The acceptance by SDC of such contributions (or any part thereof) is subject to each individual SDC's rules of conduct permitting it to accept contributions to its Running Costs from a third party and the restriction that for both Species 2000 and the SDCs, whether or not they are members, the sum total of contributions to such costs shall in any one year not exceed total Running Costs.
4. Where a third party requires a sub-licence to the Standard Data from just one SDC, without requesting access to any other Species Database(s) from any other SDC, Species 2000 shall immediately notify that SDC and shall not grant such a sub-licence without the prior written approval of that SDC.
5. Species 2000 may not sub-license its right to use the Standard Data (whether or not in conjunction with Standard Data from any other Custodian) to any commercial organisation without the prior written approval of SDC.

Schedule Three

Warranties

1. SDC warrants that it is the owner or custodian of the Species Database(s) and has the right to grant this Licence, and indemnifies Species 2000 against all damages, losses, costs and expenses incurred by Species 2000 in the event that a third party alleges infringement of any copyright, database right, trade mark, or confidential information resulting from the use, copying, provision and exploitation of the Species Database(s) and any logo of SDC supplied as set out in paragraph 5.1 of this Schedule.
2. SDC warrants that it will supply the Standard Data for each of the Species Database(s) listed in Schedule One for the Annual Checklist. For the Dynamic Checklist SDC will endeavour to make it available over the Internet or other public network, and will take all reasonable steps to ensure continuity of service and stability of URL.
3. SDC will endeavour to update the Species Database(s) at least once every twelve months and will inform Species 2000 annually whether this has or has not occurred. Likewise SDC will endeavour to make available to Species 2000 the latest or second to latest updated version of each Species Database and will inform Species 2000 if for good reason this does not occur.
4. SDC warrants that it will notify Species 2000 of the name of at least one contact person who is responsible for liaison with Species 2000 concerning managerial, biological and technical aspects of the Species Database(s) listed in Schedule One and who will co-operate with Species 2000 in relation to the use of the Standard Data by Species 2000 in accordance with the terms of this Licence.
5. Species 2000 warrants that it will provide access to the full citation of the Species Database(s) if supplied by SDC to Species 2000 and to display the following items alongside data from any of the Species Database(s) used if so requested by SDC:
 - 5.1 The SDC logo, which must be supplied in a technically acceptable format to Species 2000.
 - 5.2 The source database field group of the Standard Data.
 - 5.3 The latest taxonomic scrutiny field group of the Standard Data.
 - 5.4 A link across the Internet or other public network to the Species Database(s) at SDC's own website.
6. Species 2000 warrants that all access to the Standard Data provided under this Licence, whether via the Dynamic Checklist or the Annual Checklist will be free of charge at the point of use by the public.

Schedule Four

Definition of Standard Data

The current definition of the Standard Data for one species or infraspecific taxon is composed of the following field groups (from the Standard Data baseline document):

1. Accepted Scientific Name linked to References (obligatory)
2. Synonym(s) linked to Reference(s) (obligatory, as appropriate)
3. Common Name(s) linked to Reference(s) (optional)
4. Latest taxonomic scrutiny (obligatory)
5. Source Database (obligatory)
6. Additional Data (optional)
7. Family name (obligatory)
8. Classification above family, and highest taxon (obligatory, as appropriate)
9. Distribution (optional)
10. Reference(s)

SPECIES 2000



SPECIES DATABASE ACCESS AGREEMENT

Between

Species 2000

And

[Database custodian]

ACCESS AGREEMENT FOR USE OF SPECIES DATABASE(S)

This non-binding Access Agreement is made on [Date]

BETWEEN

- (1) **Species 2000**, a company limited by guarantee (that is by the terms of its incorporation not trading for profit), with its registered office at The University of Reading, School of Plant Sciences, Reading RG6 6AS, UK (Species 2000); and
- (2) [Database custodian name and contact address]

the Species Database(s) Custodian (SDC)

DEFINITIONS

1. SDC is the owner or custodian of the Species Database(s) referred to in Schedule One, "the Species Database(s)" which include(s) the Standard Data (as defined in Schedule Four, "the Standard Data"), and has the authority to enter into this Agreement.
2. Following a peer review process Species 2000 wishes to have access to the species database(s) as listed in Schedule One of this Agreement for use of the Standard Data (as defined in Schedule Four, "the Standard Data") for the purposes of compiling and publishing a checklist of species in an annual edition on CD-ROM or similar medium and by way of an on-line resource ("Annual Checklist") and for the purposes of compiling and publishing by way of an on-line resource a dynamic checklist ("Dynamic Checklist") both of which involve incorporating the Standard Data alongside material from other providers and Species 2000 intends to sub-license this information to third parties.
3. The parties record here the terms of this Access Agreement.

PROVISIONS

1. Access Agreement

In consideration of Species 2000 making the Standard Data available to the public free of charge in accordance with the terms of this Agreement, SDC grants to Species 2000 free of charge, permission to use the Standard Data for the uses described in

Schedule Two of this Agreement.

2. Duration

This Agreement shall be effective for an initial period of five (5) years from the above date and then be renewed automatically on an annual basis unless terminated by either party giving notice as set out in clause 4.1 of this Agreement.

3. Responsibilities

3.1. SDC and Species 2000 agree to the responsibilities as set out in Schedule Three of this Agreement.

3.2. Species 2000 will use reasonable endeavours to display the Standard Data in its original form without biological or taxonomic editing but shall not be liable for any distortions, misrepresentations or errors it may make in relation to the Standard Data. In order to provide uniformity and integration over the sectors provided by all contributors, SDC permits the labelling of taxonomic sectors and fields to be chosen by Species 2000.

4. Termination

4.1. This Agreement may be terminated at any time by either party giving three (3) calendar months written notice to the other party.

4.2. Each party shall have the right to terminate this Agreement immediately by written notice to the other party in the event that the other party shall fail to perform or observe any of the obligations on its part to be performed or observed under this Agreement; this written notice shall have no effect if the party remedies any such failure within three (3) calendar months of such written notice being served.

5. Consequences of Termination

In the event of termination for any reason:

5.1. From the date of termination Species 2000 shall not include the Standard Data in any future Annual Checklist unless the next CD-ROM (or similar medium) is at the time of termination already in production, in which case Species 2000 may proceed with production and distribution.

5.2. Species 2000 shall within three (3) calendar months from the date of termination not enable any further access to the Standard Data via the Internet or other public network, with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.

5.3. Both parties shall within three (3) calendar months from the date of termination remove the other party's material from its products or services with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.

- 5.4. Species 2000 shall within three (3) calendar months from the date of termination return to SDC, deliver to SDC or destroy (at SDC's election) all copies of the Species Database(s) in its possession which shall include the deletion of all electronic copies of the Species Database(s) within Species 2000 control, with the exception of Standard Data entered to the Annual Checklist in production and in archive versions of the Dynamic and Annual Checklists.
- 5.5. Species 2000 may continue to provide Internet or other public network access to archived copies of the Standard Data held in the Species 2000 web site as long as Species 2000 makes it clear to third party users when they access this data:
 - 5.5.1. that the Agreement between Species 2000 and SDC has been terminated either entirely or with regard to specific Standard Data;
 - 5.5.2. that the Standard Data is an archived version and may have been superseded;
 - 5.5.3. the date of the termination of the Agreement between Species 2000 and SDC.

Downloading from archive copies of the SDC's Standard Data on the Internet shall after termination be limited to a maximum of 100 species per request.

6. Temporary Continuation

Where an SDC becomes insolvent, dies, or ceases to operate, or ceases to respond to repeated communications Species 2000 may continue to access the Standard Data in good faith (and in its discretion to assist with the maintenance of this) until arrangements are notified by SDC or its legal representative.

7. Dispute Resolution

- 7.1. Any dispute arising out of or in connection with this Agreement shall be referred to a single expert to be agreed by the parties or failing agreement within three (3) months of either party giving notice to the other of a request to appoint an expert, such expert will be appointed by the President for the time being of the Law Society of England and Wales on the application of either party.
- 7.2. Any person to whom a reference is made will act as an expert and not as an arbitrator. The parties agree that the decision of the expert (which will be given in writing stating reasons) will be final and binding on the parties.
- 7.3. The costs of the reference to an expert will be borne in the first instance by the party making the reference. The expert will in his decision determine the liability for such costs, which decision will be final and binding on the parties.

8. Intellectual Property

- 8.1. Species 2000 acknowledges that all intellectual property rights that subsist in the Species Databases(s), the Standard Data and the marks and devices that serve to identify the Species Databases(s), the Standard Data and SDC belong to SDC.

- 8.2. Species 2000 acknowledges that it is not entitled to any rights in respect of the intellectual property rights in the Species Database(s) and the Standard Data, nor is it entitled to use the marks and devices that serve to identify the Species Database(s), the Standard Data and SDC except as expressly provided in this Agreement.
- 8.3. If Species 2000 obtains any intellectual property rights in respect of any amended, edited or improved versions of the Species Database(s) or the Standard Data, Species 2000 hereby assigns all such intellectual rights to SDC PROVIDED that this does not include ownership of any intellectual property rights (including database rights) that may subsist in compilations of the Standard Data when it is incorporated with other data.

9. General

- 9.1. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement between the parties relating to its subject matter.
- 9.2. Any notice or other documents to be given under this Agreement shall be given by sending the same in a pre-paid first class or, where applicable, airmail letter or by courier to the address of the relevant party set out in this Agreement or to any address which that party may have notified to the other for such a purpose. Any notice sent by post or courier shall be deemed to have been delivered 21 days after despatch and in proving despatch it shall be sufficient to show that the envelope was properly stamped, addressed and posted.
- 9.3. The obligations of Species 2000 under this Agreement are personal to Species 2000 and may not be transferred without the prior written approval of SDC provided that Species 2000 shall be entitled to transfer its rights and obligations under this Agreement to some institution or institutions having similar objects to Species 2000 as specified in Clause 7 of its Memorandum of Association relating to the winding-up and dissolution of the Company.
- 9.4 As a result of this Agreement Species 2000 undertakes to grant a licence to SDC for use of the Species 2000 contributor logo in accordance with the terms of use agreed in advance with Species 2000.
- 9.5 Species 2000 may make alterations to the Standard Data baseline document and will notify SDC of all such alterations by circulating the amended document. All such alterations are optional and SDC will make its best endeavours to comply with the alterations.
- 9.6 A key element of recruiting database sectors to Species 2000 is a peer review process intended to assure the quality of the product. Both the data provided or made accessible as part of the peer review process, and the peer reviews generated, are restricted to Species 2000 personnel and the reviewers selected and an anonymous copy of the peer review will be supplied to SDC.

9.7 SDC permits Species 2000 to display its name alongside the Standard Data within the Annual and Dynamic Checklists for the purposes of confirming the source of the information.

10. Changes to the Agreement

Both parties may propose changes to this Agreement. Species 2000 reserves the right to review proposed changes and to seek approval of other member organisations and SDCs that are not members before implementing any proposed changes.

Frank Bisby, Species 2000
Executive Director

Signed by a duly authorised representative of Species 2000

Print name

Date: _____

Signed by a duly authorised representative of SDC

Print name

Date: _____

Schedule One

List of Species Database(s) to which access has been granted to Species 2000 by this Agreement.

1. Full Database Name (Short Database Name):

Schedule Two

Uses of the Standard Data from Species Database(s)

1. Subject to Clauses 2, 4 and 5 below Species 2000 may publish Standard Data from the Species Database(s) as listed in Schedule One by on-line publishing on the Internet or other public network or by electronic publication on CD-ROM (or similar medium) for non-commercial purposes only.
2. Species 2000 may sub-license its rights to use the Standard Data to *bona fide* not-for-profit organisations where these organisations seek access to Standard Data from two or more SDCs provided that:
 - 2.1. In so doing Species 2000 requires the continued association of three credit levels with the Standard Data by the licensee (these are: to Species 2000 (top level), to the species database (database level), and to the 'latest taxonomic scrutiny' field when provided by the species database (taxonomist level)).
 - 2.2. The terms of all such sub-licences reflect the terms of access agreed here between Species 2000 and SDC with particular regard to intellectual property and third-party liability.
 - 2.3. The terms of all such sub-licences are reported in writing by Species 2000 to all SDCs each year at the Species 2000 Annual General Meeting ("AGM").
 - 2.4. The terms of all such sub-licences are reported in writing by Species 2000 to SDC at any other time upon the reasonable request of SDC.
 - 2.5. All such sub-licences are subject to the restrictions that they may not be further sub-licensed; and
 - 2.6. Species 2000 refrains from sub-licensing the use of the Standard Data to any third party that SDC may reasonably stipulate.
3. Species 2000 may on occasion receive an offer of a financial contribution to (without limitation) generation, production and service costs ("Running Costs") from a third party in relation to the sub-licence of the Standard Data as referred to in 2 above and will divide and distribute such contributions to Running Costs between SDCs and itself on the following basis:
 - 3.1 There will be a framework for division and distribution of such contributions which will be agreed by the Directors of Species 2000 after consulting with both members of Species 2000 and the SDCs that are not members;
 - 3.2 The current framework shall be reported to members of Species 2000 annually at its AGM.
 - 3.3 The framework may be changed by the Directors by repeating the consultation set out in 3.1 and reporting the changes at the next AGM.
 - 3.4 The division and distribution of any such contributions will be managed by the Directors in accordance with the current framework and the Memorandum and Articles of Association of Species 2000. The acceptance by SDC of such contributions (or any part thereof) is subject to each individual SDC's rules of conduct permitting it to accept contributions to its Running Costs from a third party and the restriction that for both Species 2000 and the SDCs, whether or not they are members, the sum total of contributions to such costs shall in any one year not exceed total Running Costs.

4. Where a third party requires a sub-licence to the Standard Data from just one SDC, without requesting access to any other Species Databases(s) from any other SDC, Species 2000 shall immediately notify that SDC and shall not grant such a sub-licence without the prior written approval of that SDC.
5. Species 2000 may not sub-license its right to use the Standard Data (whether or not in conjunction with Standard Data from any other Custodian) to any commercial organisation without the prior written approval of SDC.

Schedule Three

Responsibilities

1. SDC believes in good faith that it is the owner or custodian of the Species Database(s) and has the authority to enter into this Agreement, and indemnifies Species 2000 against all damages, losses, costs and expenses incurred by Species 2000 in the event that a third party alleges infringement of any copyright, database right, trade mark, or confidential information resulting from the use, copying, provision and exploitation of the Species Database(s) and any logo of SDC supplied as set out in paragraph 5.1 of this Schedule.
2. SDC will supply the Standard Data for each of the Species Database(s) listed in Schedule One for the Annual Checklist. For the Dynamic Checklist SDC will endeavour to make it available over the Internet or other public network, and will take all reasonable steps to ensure continuity of service and stability of URL.
3. SDC will endeavour to update the Species Database(s) at least once every twelve months and will inform Species 2000 annually whether this has or has not occurred. Likewise SDC will endeavour to make available to Species 2000 the latest or second to latest updated version of each Species Database and will inform Species 2000 if for good reason this does not occur.
4. SDC will notify Species 2000 of the name of at least one contact person who is responsible for liaison with Species 2000 concerning managerial, biological and technical aspects of the Species Database(s) listed in Schedule One and who will co-operate with Species 2000 in relation to the use of the Standard Data by Species 2000 in accordance with the terms of this Agreement.
5. Species 2000 will provide access to the full citation of the Species Database(s) if supplied by SDC to Species 2000 and to display the following items alongside data from any of the Species Database(s) used if so requested by SDC:
 - 5.1 The SDC logo, which must be supplied in a technically acceptable format to Species 2000
 - 5.2 The source database field group of the Standard Data
 - 5.3 The latest taxonomic scrutiny field group of the Standard Data
 - 5.4 A link across the Internet or other public network to the Species Database(s) at SDC's own website.
6. Species 2000 will ensure that all access to the Standard Data provided under this Agreement, whether via the Dynamic Checklist or the Annual Checklists will be free of charge at the point of use by the public.

Schedule Four

Definition of Standard Data

The current definition of the Standard Data for one species or infraspecific taxon is composed of the following field groups (from the Standard Data baseline documents):

1. Accepted Scientific Name linked to References (obligatory)
2. Synonym(s) linked to Reference(s) (obligatory, as appropriate)
3. Common Name(s) linked to Reference(s) (optional)
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5. Source Database (obligatory)
6. Additional Data (optional)
7. Family name (obligatory)
8. Classification above family, and highest taxon (obligatory, as appropriate)
9. Distribution (optional)
10. Reference(s)