

STILE CONSORTIUM AGREEMENT

The *Consortium Agreement* is set up to reflect and balance the interests of all interest-groups concerned in European Framework Programme projects. It is based on the 'unified Consortium Agreement for FP5 projects' which has been produced by groups involved in the European Commission's formal advisory group IRDAC/ESTA and by the group of Telecommunications network operators (EITIRT, European Research Institutes, TNOCG, the Unite Group for European Universities). It has however been simplified and amended based on the fact that STILE is an accompanying measure, which includes European Commission ownership of knowledge, all deliverables are public and no patents, standards or licences for the deliverables are planned.

This AGREEMENT is made on **01-11-2001**

BETWEEN

- (1) The Katholieke Universiteit Leuven, with registered office at 3000 Leuven (Belgium), Oude Markt 13, acting in behalf of its Hoger Instituut voor de Arbeid, established in Belgium – E. Van Evenstraat 2e, 3000 Leuven, represented by André Oosterlinck, rector and by Hubert Cossey, director, hereafter called **HIVA**,

called *CO-ORDINATOR*

AND

- (2) **Cork Teleworking Centre (CTC)**, established in Ireland – Reagrove, Minane Bridge, County Cork, represented by Mrs Imogen Bertin, project manager;
- (3) **Institute for Employment Studies (IES)**, established in United Kingdom – Mantell Building, University of Sussex, BN1 9RF Brighton, represented by Mr Jim Hillage, associate director;
- (4) **Camire, Estadística y Análisis, S.L. (CAMIRE)**, with its registered office at 20110 Pasaia (Spain), Zumalacarregrui 14 and established in Luxembourg branch, responsible for execution of this project – rue du Fort Wallis 2, 2714 Luxembourg, represented for the purpose of signature of this agreement, by Mrs Elisabeth Lamp, director;
- (5) **Institut für Arbeitsmarkt- und Berufsforschung (IAB)**, established in Germany – Regensburger Strasse 104, 90327 Nuernberg, represented by Mr Lutz Bellmann, project manager;
- (6) **Istituto di Ricerche Economiche e Sociali (IRES)**, established in Italy – Via S. Teresa 23, 00198 Roma, represented by Mrs Giovanna Altieri, project manager;
- (7) **Stichting Organisatie voor Strategisch Arbeidsmarktonderzoek (OSA)**, established in The Netherlands – Warandelaan 2 (PO Box 90153), 5000 LE Tilburg, represented by Mr Peter Ester, project manager;
- (8) **Institute of Sociology – Hungarian Academy of Sciences (ISB)**, established in Hungary – Uri street 49, 1014 Budapest, represented by Mr Csaba Makó, project manager;
- (9) **Central Statistics Office (CSO)**, established in Ireland – Skehard Road, Cork, represented by Mr Garry O'Hanlon, project manager;

called *PARTIES*

relating to the Project entitled **STILE IST-2000-31099**, called '*the Contract*'

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Purpose and duration

1.1 Purpose

The purpose of this *Consortium Agreement* is to specify the organisation of the work between the *Parties* and between the *Parties* and the Co-ordinator and to set out rights and obligations of the *Parties and the Co-ordinator*, supplementing but not conflicting with those of the *Contract*.

1.2 Duration

This *Consortium Agreement* shall come into force on the 1 of November 2001, which is the starting date of the *Contract* and shall continue in full force and effect until terminated in accordance with Section 11 or complete discharge of all obligations for the carrying out of the *Project* undertaken by the *Parties* under the *Contract* and under this *Consortium Agreement*, whichever is the earlier.

Section 2. Co-ordinator

2.1 In addition to the *Co-ordinator's* functions pursuant to the *Contract*, the *Co-ordinator* has the following functions only:

- the Co-ordinator is the agent and the essential contact with the outside world;
- the Co-ordinator will be responsible for the organisation of project management meetings; follow-up and adaptation of the project planning; organising, steering, checking and assuring of the reporting in time;
- the Co-ordinator is responsible for the monitoring of the expenses and allocation of the budget; assistance towards the *Parties* concerning administrative aspects of the Project;
- the Co-ordinator is responsible for all communications with the Commission.

2.2 Except for the capacity as representative of the *Contractors* described in the *Contract* Annex II, Article 2.1d), the *Co-ordinator* shall not be entitled to act or to make legally binding declarations on behalf of any other *Party*.

2.3 If one or more of the *Parties* is late in submission of *project deliverables*, the *Co-ordinator* may submit the other *Parties' project deliverables* to the *Commission*.

Section 3. Responsibilities of each *Party*

3.1 General responsibilities

- (a) Each *Party* undertakes to each other *Party* to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under the *Contract* and this *Consortium Agreement*.
- (b) The *Parties* will assign a local *project manager* who will be the key contact point for all matters relating to that *Party*. Each project manager supervises all project activities within their organisation.

- 3.2 Towards the Co-ordinator and the PMG (project management group)
- (a) Each *Party* hereby undertakes to use reasonable endeavours to supply promptly to the *Co-ordinator* all such information or documents as the *Co-ordinator* and the *PMG* need to fulfil obligations pursuant to this *Consortium Agreement* and the *Contract*. Each *Party* is entitled to inform the *Co-ordinator* immediately of any event that may have an important impact on the *Project*.
 - (b) Each *Party* hereby undertakes to use reasonable endeavours to notify *the PMG* on dissemination activities related to the *Project*.
- 3.3 Towards the Project
- (a) The *Parties* undertake to carry out the agreed work and provide the specific deliverables for the above *Project*, as described in the Annex I of the *Contract*.
 - (b) They are responsible to review project progress according to the project timetable.
 - (c) They ensure that the *Project* maintains its technical objectives; quality assurance of all work contributing to the deliverables and working documents produced in the workpackage.
 - (d) They co-ordinate effort, resource utilisation and communication within the workpackage.
 - (e) They implement the information dissemination and exploitation programme.
 - (f) Each *Party* has to prepare in time, and according to the time schedule included in Annex I, his or her temporary and final technical and financial documents and send those to the *Co-ordinator*.
- 3.4 Towards each other and the workpackage team
- 3.4.1(a) Each *Party* undertakes to use reasonable endeavours:
- (i) to notify each of the *Parties* promptly of any significant delay in performance;
 - (ii) to inform other *Parties* of relevant communications it receives from third parties in relation to the *Project*.
- (b) Each *Party* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder or under the *Contract* and promptly to correct any error therein of which it is notified. The recipient *Party* shall be entirely responsible for the use to which it puts such information and materials.
 - (c) In addition to the obligations specified in the *Contract* Annex II Article 21.2, each *Party* agrees not to use knowingly, as part of a deliverable or in the design of such deliverable or in any information supplied hereunder or under the *Contract*, any proprietary rights of a third party for which such *Party* has not acquired the right to grant licences and user rights to the other *Parties* in accordance with the *Contract*, unless all of the other *Parties* have accepted such use in writing, such acceptance not to be unreasonably withheld.
 - (d) Each *Party* shall be fully responsible for the technical supervision of its *Subcontractors* and shall enter into appropriate arrangements for such purpose with its *Subcontractors*. These arrangements shall as appropriate require the obligations in this *Consortium Agreement* also apply to, and (where they apply) be fulfilled by, such *Subcontractors*. Each *Party* shall use reasonable endeavours to enforce such arrangements and obligations as necessary and shall endeavour to ensure such arrangements enable an affected *Party* to enforce the relevant obligation.

- 3.4.2 If this *Agreement* conflicts with the *Contract Annex I*, unless the *Parties* agree otherwise, they shall cooperate in requesting the *Commission* to change the *Contract Annex I* to accord with this *Agreement*.

Section 4. Project Management Group (PMG)

- 4.1 The *Parties* shall establish, within thirty days after the date of this *Consortium Agreement*, the *PMG* composed of one duly authorised representative of each of them.

After having informed the others in writing, each *Party* shall have the right to replace its representative and/or to appoint a proxy although it shall use all reasonable endeavours to maintain the continuity of its representation.

- 4.2 The *PMG* shall be chaired by the *Co-ordinator's* representative.

The *PMG* shall meet regularly (two times a year in principle and whenever needed) at the request of its chairperson or at any other time when necessary at the request of one of the *Parties*. Meetings shall be convened by the chairperson with at least fifteen (15) calendar days prior notice with an agenda. They will take place in the locations of the different *Parties* in rotation.

Minutes of the meetings of the *PMG* shall be transmitted to the representatives of the other *Parties* without delay. The minutes shall be considered as accepted by the other *Parties* if, within fifteen (15) calendar days from receipt, no *Party* has objected in a traceable form to the *Co-ordinator*.

If necessary, the *PMG* may invite representatives of the *Subcontractors* to observe (but not to participate in) the meetings of the *PMG*.

- 4.3 The *Party* is obliged to participate in and to present working documents at meetings of the *PMG* and workpackage related meetings.

- 4.4 Without prejudice to the *Contract Annex II Article 3*, the *PMG* shall be in charge of overall direction of the *Project*. To that end, the *PMG* shall be responsible for:

- (a) reviewing and proposing to the *Parties* and *Subcontractors* budget transfers in accordance with the *Contract*;
- (b) making proposals to the *Parties* and *Subcontractors* for the review and/or amendment of the terms of the *Contract*, including *Annex I*;
- (c) agreeing press releases and (without prejudice to *Section 7*) joint publications by the *Parties* with regard to the *Project*;
- (d) assisting the *Co-ordinator* to prepare reports on the whole *Project* and in particular agreeing whether a report referred to in the *Contract Annex II Articles 4(1)(a)(i)-(iii)* (final report) should be publishable;
- (e) without prejudice to *Section 7*, agreeing procedures and policies in accordance with the *Contract Article 11* for *Dissemination of Knowledge* from the *Project* which is not to be used by the *Parties*;
- (f) in case the performance of any *Party* is persistently inadequate, then the assembly of the *Parties* should discuss this and is empowered to propose the expulsion of that *Party* as a final resort;

- (g) making proposals to the *Parties* (other than the *Defaulting Party*) and *Subcontractors* to service of notices on a *Defaulting Party* in accordance with Section 8.5 and to assign the *Defaulting Party's* tasks to specific entity(ies) (preferably chosen from the remaining *Parties*);
 - (h) when problems persist, the project Co-ordinator has full power to appeal for the EU Project Officers' support and agreement.
- 4.5 Decisions are achieved by consensus or simple majority in the Consortium (except for decisions affecting material interests of any Party: they can only be made with his/her agreement). In voting, each *Party* has one vote. Where decisions are to be taken unanimously, all *Parties* must be represented at the meeting. In the case of equal votes, the Co-ordinator shall have a casting vote.

Section 5. Workpackage team

- 5.1 The project is divided in workpackages as specified in Annex I of the Contract. The responsibility of the different workpackages is distributed among the consortium by assigning separate *workpackage lead partners* within the workpackage team.
- 5.2 The workpackage lead partner is responsible for co-ordinating all activities necessary to bring the objectives, milestones and deliverables of the workpackage to a good end.
- 5.3 The workpackage lead partner chairs the workpackage meetings. The meetings will be called by the workpackage lead partner whenever needed.
- 5.4 All workpackage team meetings will be supported by approved minutes of the meeting. A copy of the minutes will be sent to the Co-ordinator.
- 5.5 In cases where the members of the workpackage team are of different opinions, the workpackage lead partner may propose compromising solutions. Should no agreement be reached, the project management group is responsible for making a decision.
- 5.6 The workpackage team is responsible for the execution of the technical tasks as stated in the workpackage description.
- 5.7 Each workpackage will be in direct responsibility of the partners involved, who will report progress and deviations from the workplan to the workpackage lead partner.

Section 6. Costs - payment

- 6.1 Each *Party* shall bear its own costs in connection with the making of the *Proposal*, the negotiation of the *Contract* and the carrying out of the *Project*.
- 6.2 The *Co-ordinator* undertakes to transfer appropriate sums within a minimum of delay, with a maximum of 2 months from its receipt thereof from the Commission and the Co-ordinator will notify each other *Party* and each *Subcontractor* promptly of the date and amount transferred to its respective bank account and shall give the relevant references.
- 6.3 All payments should be in line with agreed deliverables as specified in Annex I of the Contract. The Co-ordinator may, after giving notice to the *Party*; withhold or defer payment if the services covered

by the payment are contested by the Co-ordinator. Where payment is so deferred, the Co-ordinator shall not be liable to pay interest or indemnities of any kind.

- 6.4 In the event of financial an/or operational audits by the competent authorities, the Party shall cooperate with the Co-ordinator such as the latter has all the necessary information.

Section 7. Confidentiality and IPR, publications, press releases and reports to the Commission

- 7.1 Each Party and the personnel assigned to the tasks which constitute the purpose of the Contract as specified in Annex I of the Contract agree to treat all information, results and reports confidentially, except for the publication of explicitly agreed reports.
- 7.2 Parties assign intellectual property rights on specified deliverables to the European Commission in accordance with the Contract.
- 7.3 Without prejudice to any obligation of confidentiality in respect of another Parties' information, publications and oppositions pursuant to the Contract Annex II Article 9(3), any Party may publish information from that Project Deliverable without reference to any other Party when the Contractors have agreed a Project Deliverable is to be available to the public. The *Party* shall however inform the other WP-Partners and the Co-ordinator about their publication activities related to the project.
- 7.4 All publications (including publication on the Internet) and deliverables shall have the STILE logo and acknowledgements attached to them.
- 7.5 In publications in connection with this Project (including publication on the Internet), any reference of financial support awarded by the European Commission shall be accompanied by a clearly worded statement that the content of such a publication is the sole responsibility of its authors and in no way represents the opinion of the European Commission or its departments.
- 7.6 Parties must always fully acknowledge the roles of the European Commission, the Co-ordinator and the other Parties in any publication or dissemination in connection with this Project.
- 7.7 The case of publications or dissemination in connection with this Project (including publication on the Internet) others than the specified deliverables in accordance with the Contract,
- (i) Those shall be accompanied by a clearly worded statement that the content of such a publication is the sole responsibility of its authors and in no way represents the opinion of the Parties, the Co-ordinator or the Consortium.
 - (ii) If a Party wants to use research results from other WP-partners in publications or dissemination, he/she has to ask the respective WP-partners for permission.
 - (iii) Parties must always fully acknowledge the role of the workpackage team and the other Parties.
- 7.8 Parties will respect all embargoes in relation to publication dates.

Section 8. Liabilities

8.1 Indemnification of each other

Each *Party* shall indemnify each of the other *Parties*, within the limits set out in Sections 7.2 and 7.7, in respect of liability resulting from acts or omissions of itself, its employees or its agents provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as but not limited to loss of profit, revenue, contracts or the like.

8.2 Claims of the *Commission*

If the *Commission*, in accordance with the provisions of the *Contract*, claims any reimbursement, indemnity or payment of damages from one or more *Parties* (except for claims relating to the matters mentioned in the *Contract* Annex II Articles 6(2), 6(3), 7(3)b, c) or e), 26, 27 or 28 which claims shall be solely for the account of the relevant *Parties* or where the *Commission* states the claim is to be solely for the account of a certain set of *Parties*):

- (a) each *Party* whose default has caused or contributed to the claim being made shall indemnify each of the other *Parties* against such claims provided always that the total limit of liability of that *Party* to all of the other *Parties* collectively in respect of any and all such claims shall not exceed twice that *Parties' Project Share* - any excess shall be apportioned between all the *Parties* pro rata to their *Project Shares*; and
- (b) in the event that it is not possible to attribute default to any *Party* under (a) above, the amount claimed by the *Commission* shall be apportioned between all the *Parties* pro rata to their *Project Shares*.

8.3 Liability towards third parties

Subject always to such other undertakings and warranties as are provided for in this *Consortium Agreement* and the *Contract*, each *Party* shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the *Project*.

8.4 Third parties

- (a) Each *Party* shall be fully responsible for the performance of any part of its share of the *Project*, or other *Contract* obligation, in respect of which it enters into any *Contract* with a third party (e.g. a *Subcontractor*) and shall ensure (i) such *Contracts* enable fulfilment of the *Contract*; (ii) the other *Parties' Access Rights* are the same as would have been the case had the contracting *Party* performed its share of the *Project* and/or those obligations itself; and (iii) the third party shall not have access to any other *Party's Knowledge* or *Pre-Existing Know-How* without that *Parties'* prior written consent.
- (b) Each *Party* shall in writing inform the other *Parties* if it intends to enter into a *Contract* referred to in Section 8.4(a) (giving the rationale therefore) if such an event has not been detailed in the *Contract* Annex I and the *Contract* is other than for a minor or trivial part of its share of the *Project*. Such *Party* shall consider in good faith comments made, pursuant to the *Contract* Annex II Article 5, in relation to such *Contract*.

8.5 Defaults and Remedies

A *Party* in default of its obligations under the *Contract* which default causes lawful withholding of payments by the *Commission* to other *Parties*, shall pay to the other *Parties* interest on the amount

withheld at an annual rate equal to one (1) percentage point above the prime rate of interest on overdrafts charged according to Euro Interbank Rate (EURIBOR) on the last working day before the *Commission* informed the other *Parties* of such withholding or on the last working day before which the *Parties or the Co-ordinator* became aware of such withholding (whichever was the earlier). Such interest shall accrue on a daily basis until the *Commission* has effectively transferred the withheld amount to the *Co-ordinator*.

The *Defaulting Party* shall:

- (i) be responsible for and pay all reasonable direct cost increase (if any) resulting from the assignment referred to in Section 4.4(g) in comparison with the costs of the tasks of the *Defaulting Party* as specified in the *Contract Annex I* at the date of termination of this *Consortium Agreement* with respect to the *Defaulting Party*; and
- (ii) be liable for any so resulting additional direct cost incurred by the other *Parties*, up to a total amount which taken together with any liability to the *Commission* under Section 8.2 shall not exceed the total maximum limit of liability specified in that Section in respect of the *Defaulting Party*, and any excess amount shall be shared between the *Parties* (including the *Defaulting Party*) pro rata to their *Project Shares* at the date of termination of this *Consortium Agreement* with respect to the *Defaulting Party*.

The *Defaulting Party* shall be deemed to have agreed as the case may be to the termination pursuant to the *Contract Annex II Article 7(3) (b)* or its withdrawal from the *Project* pursuant to the *Contract Annex II Article 7(2)(b)* with the proviso that such deemed agreement shall be without prejudice to the rights of the *Defaulting Party* to appeal against such termination or withdrawal as the case may be.

Section 9. Force Majeure

A failure in the performance of this *Consortium Agreement* cannot be imputed or assumed to a *Party* to the extent it is due to 'Force Majeure'.

The expression 'Force Majeure' shall mean any unforeseeable and insuperable event affecting the *Party* fulfilling its obligations hereunder.

Each *Party* will notify the other *Parties* in writing of any *Force Majeure* as soon as possible. The *Parties* shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such *Force Majeure* event is not overcome within 6 weeks after such notification, the transfer of tasks shall be carried out as agreed by the PMG.

Section 10. Assignment

- 10.1 No *Party* shall, without the prior written consent of the other *Parties*, assign or otherwise transfer partially or totally any of its rights and obligations under this *Consortium Agreement*.

Section 11. Termination

- 11.1 No *Party* shall be entitled to withdraw from this *Consortium Agreement* and/or participation in the *Project* unless:
- (a) that *Party* has obtained the prior written consent of the other *Contractors* (such consent not to be unreasonably withheld), and also of the *Commission*, to the withdrawal from, or termination of, the *Contract*; or
 - (b) that *Party's* participation in the *Contract* is terminated by the *Commission* pursuant to the provisions of the *Contract Annex II Article 7*; or
 - (c) the *Contract* is terminated by the *Commission* for any reason whatsoever, provided always that a *Party* shall not by withdrawal or termination be relieved from
 - (i) its responsibilities under this *Consortium Agreement* or the *Contract* in respect of that part of that *Parties'* work on the *Project* which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or
 - (ii) any of its obligations or liabilities arising out of such withdrawal or termination.
- 11.2 If any *Party's* participation in the *Contract* is terminated by the *Commission* pursuant to the provisions of the *Contract Annex II, Article 7*, or a *Party* withdraws from the *Project*, then, without prejudice to any other rights of the other *Parties* the provisions of Sections 4.4(g) and 8.5 shall apply correspondingly.
- 11.3 If any *Party* enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors the other *Parties* shall, subject to approval by the *Commission*, be entitled to take over the fulfilment of such *Parties* obligations and to receive subsequent payments under the *Contract* in respect thereof.
- In such event all rights and obligations under the *Contract* and this *Consortium Agreement* shall in good faith be redistributed among the remaining *Parties* and the affected *Party* on the basis of the work performed by the affected *Party* prior to the occurrence of the above circumstance.
- 11.4 The provisions of Sections 7, 8, 10 and 12 shall survive the expiration or termination of this *Consortium Agreement* to the extent needed to enable the *Parties* to pursue the remedies and benefits provided for in those Sections.
- 11.5 For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

Section 12. Language

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

Section 13. Notices

Any notice to be given under this *Consortium Agreement* shall be in writing to the following addresses and recipients. It shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

Cork Teleworking Centre (CTC), established in Ireland – Reagrove, Minane Bridge, County Cork, fax +353 21 488 74 02, represented by mrs Imogen Bertin, project manager.

Section 14. Applicable law

This *Consortium Agreement* shall be construed according to and governed by the law provided in the *Contract* Article 5.

Signatures

AS WITNESS the *Parties* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

HIVA-K.U.Leuven

Signature

Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Cork Teleworking Centre (CTC)

Signature

Name: Imogen Bertin

Title: project manager

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Institute for Employment Studies (IES), established in United Kingdom – Mantell Building, University of Sussex, BN1 9RF Brighton, fax +44 207 226 08 12, represented for the purpose of signature of this agreement by mr Jim Hillage, associate director. IES assigns to the project mrs Ursula Huws as the project manager.

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Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Institute for Employment Studies (IES)

Signature

Name: Jim Hillage

Title: associate director

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Camire, Estadística y Análisis, S.L. (CAMIRE), with its registered office at 20110 Pasaia (Spain), Zumalacarregrui 14 and established in Luxembourg branch, responsible for execution of this project – rue du Fort Wallis 2, 2714 Luxembourg, represented for the purpose of signature of this agreement, by mrs Elisabeth Lamp, director. CAMIRE assigns to the project mr Alex Stimpson, as the project manager.

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HIVA-K.U.Leuven

Signature

Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Camire, Estadística y Análisis, S.L. (CAMIRE)

Signature

Name: Elisabeth Lamp

Title: director

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Institut für Arbeitsmarkt- und Berufsforschung (IAB), established in Germany – Regensburger Strasse 104, 90327 Nuernberg, fax +49 911 179 59 99, represented by mr Lutz Bellmann, project manager.

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Signature

Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Institut für Arbeitsmarkt- und Berufsforschung (IAB)

Signature

Name: Lutz Bellmann

Title: project manager

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Istituto di Ricerche Economiche e Sociali (IRES), established in Italy – Via S. Teresa 23, 00198 Roma, fax +39 06 85 79 72 10, represented by mrs Giovanna Altieri, project manager.

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Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Istituto di Ricerche Economiche e Sociali (IRES)

Signature

Name: Giovanna Altieri

Title: project manager

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Stichting Organisatie voor Strategisch Arbeidsmarktonderzoek (OSA), established in The Netherlands – Warandelaan 2 (PO Box 90153), 5000 LE Tilburg, fax +31 13 466 33 49, represented by mr Peter Ester, project manager.

Section 14. Applicable law

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Name: Peter Ester

Title: project manager

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Institute of Sociology – Hungarian Academy of Sciences (ISB), established in Hungary – Uri street 49, 1014 Budapest, fax +36 1 224 67 45, represented by mr Csaba Makó, project manager.

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Signature

Name: Csaba Makó

Title: project manager

Section 13. Notices

Any notice to be given under this *Consortium Agreement* shall be in writing to the following addresses and recipients. It shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

Central Statistics Office (CSO), established in Ireland – Skehard Road, Cork,
fax +353 1 497 23 60, represented by mr Garry O'Hanlon, project manager.

Section 14. Applicable law

This *Consortium Agreement* shall be construed according to and governed by the law provided in the *Contract* Article 5.

Signatures

AS WITNESS the *Parties* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

HIVA-K.U.Leuven

Signature

Name: prof. dr. Hubert Cossey

Title: director

Authorised to sign on behalf of

Central Statistics Office (CSO)

Signature

Name: Garry O'Hanlon

Title: project manager