

EPMA EuroPress&Sinter Sectoral Group

High Temperature Sintering 2 – Dynamic and Impact Properties  
"HTS2" Club Project

Consortium Agreement

Issued April 2019

The Project — 'HTS2' as defined in Annex 1

The Contractors — Powder Metallurgy Solutions, Dr. Volker Arnhold, Kottsiepen, 62, 42369 Wuppertal, Germany: IC  
Powder Metallurgy Consulting, Dr. Vladislav Kruzhanov, Am Hardtpark 9, 42897 Remscheid, Germany: IC  
Department of Industrial Engineering, University of Trento, via Sommarive 9, 38123 Trento, Italy: UNITN

The Coordinator — The European Powder Metallurgy Association, Talbot House, 2nd Floor, Market St., Shrewsbury SY1 ILG, England: EPMA

The Members — Paid corporate EPMA members funding the Project HTS2

The Participants — Paid corporate EPMA Contractors and the Members

The Coordinator and each of the Participants are individually referred to as a 'Party' and jointly as the 'Parties'.

UV = unanimous vote of Members and Contractors.

Heads

1. The Members and Contractors agree to cooperate in order to complete the Project according to Annex 1.
2. The Parties undertake for the duration of the Project and for a period of 5 (five) years after the delivery of the final written report to the Members, to hold in confidence all confidential information (as defined below) disclosed by either Party to the other and to refrain from disclosing confidential information to any third party. Confidential information shall only be disclosed when necessary for the performance of the Project and subject to UV.

Confidential information shall include all technical, financial and business information regarding the Parties and their subsidiaries, as well as their products, processes, production methods and techniques (including metal powder samples), provided that confidential information shall not include:

- (i) information which was known by the receiving Party at the time of disclosure as shown by written record to this effect;

- (ii) information which at the time of disclosure is in the public domain or which is published after disclosure or otherwise becomes part of the public domain through no fault of the receiving Party;
- (iii) information which the receiving Party can show was received by it from a third party who did not, to the best knowledge of the receiving Party, acquire the information, directly or indirectly, from the other Party under an obligation of confidence

*For UNITN: Notwithstanding the foregoing, the Contractor is obliged to publish in the usual scientific form the results of studies undertaken during performance of the Project. The Members give their fundamental consent to such publication. The Contractor will inform the Members beforehand of any planned publication and will give them the opportunity of commenting on it within a reasonable period, at latest four (4) weeks after submission of the text intended for publication. A Member is entitled to refuse their consent to a publication if it is intended to publish company related data or, in connection with the granting of patent rights, if it is intended to publish any anticipatory information likely to constitute a bar to novelty. In such cases, the Participants will, without delay, seek to reach a special agreement governing the form and timing of rapid publication and taking due account of the legitimate interests of both the Members and the Contractor.*

*In case of abstract submission to any Congress and Conference, the Contractor will circulate the text in due time to have the consensus from the Members within two (2) weeks.*

3. The Contractors agree to refrain from carrying out similar projects on high temperature sintering of commercially available alloys with organisations other than the Members until completion of the Project (delivery of the final report).
4. The Members agree to share equally the total Project fee of EUR 50 000 (fifty thousand). The required minimum number of initial Members is eight unless the Members agree to exceed the maximum Individual Project Fee of EUR 6250 (six thousand two hundred and fifty) per Member. The resultant fee ("HTS2 Fee") is thus calculated dividing the total Project fee by the number of initial participants.
5. New paying members may be admitted to the HTS2 Project by UV on payment of a "HTS Results Access Premium" of EUR 2000 (two thousand) at the start of the Project in addition to the full HTS2 Fee. If the New Member is requiring admission after the Project has started, an additional premium of 10% on the full HTS2 Fee will be charged. The HTS Results Access Premium collected from the new members will be distributed among the other HTS Consortium Members, taking into account the members at the time of Start of the Project. The 10% additional premium collected from the new members will be distributed among the other Consortium Members, taking into account the members at the time of Start of the Project, or at the New Member admission, whichever the latest.
6. VAT: VAT will be added to the Project Fee as appropriate but may be reclaimed according to local arrangements (e.g. "Reverse Charge" mechanism). All VAT numbers are to be provided to the EPMA.
7. The Members also undertake to provide the Contractors with the necessary powder materials for the Project. If no agreement on the in-kind contribution can be made between the Participants, each Member is free to withdraw from the Project. If the Consortium agrees to subcontract the in-kind internally or externally at additional costs, the EPMA will coordinate this task and charge equally each Member to cover the cost plus an administrative fee of 15%.
8. Payment Schedule:
  - 50% at the start of the "HTS2" Project,
  - 50% after completion of the "HTS2" Project and delivery of the final report of the Part.

9. IPR relates to all results in the form of technical information, know-how and intellectual or industrial property rights, including but not limited to patents, models, designs, copyright, trade secrets and rights in unpatented know-how. "Foreground IPR" means any IPR arising or resulting from the Project. Foreground IPR shall be the property of the Party performing the work generating the Foreground IPR. Should several Parties have contributed to the results — then the IPR shall be the property of the Party who has predominantly contributed to such result. Each Member is granted a global, perpetual, royalty free license to freely use any and all Foreground IPR (including the right to change, alter, amend and sublicense such Foreground IPR). Background IPR means any IPR owned or controlled by a Party at the date of signature of this agreement or developed and/or acquired independently of this agreement. It also includes all IPR resulting from the previous "HTS" project, that constituted the Foreground IPR for that project. Background IPR shall remain the exclusive property of the Party providing such information. For the avoidance of doubt, no license rights are granted regarding Background IPR through this agreement.
10. Warranty: The Contractor's warranty extends solely to the use of due scientific diligence and to compliance with accepted engineering practice. The Contractor does not guarantee that the desired objectives of the research and development project will be achieved.
11. Liability: The Contractor is liable for negligence. The liability covers the proven damage.

All the terms of this agreement may be changed by UV, except for 2, 4, 10 & 11.

Coordination will be undertaken by the EPMA, who will have responsibility for invoicing, day to day liaison with the Contractors and keeping Members informed. The EPMA will operate under the same confidentiality agreement as Members and the EPMA President will arbitrate any unresolved disputes.

Signatures: signed individually by all Members and Contractors

ORGANISATION:

VAT NUMBER:

DATE:

SIGNATURE: