

**This is an unofficial translation from the Dutch language
The Dutch version shall be the leading Contract**

Consortium contract Space for Geo-Information

The undersigned:

Stichting Ruimte voor Geo informatie, with its registered office in Amersfoort at 3818 HN listed in the Commercial Register of the Chamber of Commerce in Amersfoort under file number 32104381 duly represented in this matter by its director Mrs J. C. Meerkerk, hereinafter referred to as: 'RGI';

and

Stichting Overlegorgaan RAVI, with its registered office at Koningin Wilhelminalaan 41, 3818 HN Amersfoort, listed in the Commercial Register of the Chamber of Commerce in Amersfoort under file number 41041739, duly represented in this matter by its director Mr B. C. Kok, hereinafter referred to as: 'RAVI';

and

The Land Registry, with its registered office in Apeldoorn, at 7311 KZ, having legal personality based on article 2 of the Organisatiewet Kadaster, duly represented in this matter by its director Mrs Th. A. J. Burmanje, hereinafter referred to as: 'Kadaster';

and

The Netherlands Organization for Applied Scientific Research (TNO-NITG), with its registered office in Utrecht at 3584 CB Princetonlaan 6, duly represented in this matter by its director Mr M. van Bracht, hereinafter referred to as: 'TNO-NITG';

and

Wageningen University, based at Costerweg 50, 9101 HB Wageningen, established pursuant to Article 9.2 paragraph 3 of the Higher Education and Research Act (WHV), thereby possessing legal personality, duly represented in this matter by Mr W. van Vierssen, hereinafter referred to as: 'WU';

And the other parties as attached to this contract, referred to jointly as the 'Parties'.

Whereas:

- The Parties have taken cognizance of a government proposal to make funds available for strengthening the knowledge infrastructure;
- The Parties are interested in, and have knowledge of geo information;

- The Parties wish to make a substantial contribution to improving and introducing innovations in the geo-information infrastructure and the geo field of knowledge in the Netherlands;
- The above falls within one of the main themes, i.e. the high-value use of space;
- In response to an order in council and implementing regulations, both dated 16 December 2002, containing a government decision to make funds available for projects within the framework of ICES/KIS-3, Parties have submitted a Knowledge Project Plan entitled Space for Geo-information, dated 12 February 2003;
- RAVI has received a letter from the lead ministry, the Ministry of Housing, Spatial Planning and the Environment (VROM), stating approval of the Knowledge Project Plan subject to several conditions;
- The Parties envisage cooperating on improving and introducing innovations in the geo-information infrastructure and the geo field of knowledge in the Netherlands;
- A foundation has been established to function as the administrative body for the Parties' activities within the framework of this contract. The name of this foundation is Stichting ruimte voor geo informatie;
- The Parties envisage sharing and jointly developing knowledge and using their research capacity and resources to achieve their joint objectives;

The parties have made the following agreements:

Article 1 Cooperation

The Parties agree that as of 17 February 2003 they will cooperate in the field of space for geo information for implementing the Bsik Knowledge Project Plan ("Programme") "*Space for Geo-information*", dated 12 February 2003, at least for the term of the entire Programme.

Article 2 Structure of the Cooperation

The Programme is subdivided into the following six technical subprogrammes: Social Issues, Authentic Records, National Geo-Information Infrastructure, Access, Fundamental and Strategic Research and Education, and Commercial and Product Innovations, plus a Knowledge and Communication subprogramme.

Article 3 Parties

- 1 The Organizations and Companies that submitted an expression of interest at an earlier stage, or submitted a Letter of Commitment to the programme, or both, or that will be doing so, and that possess sufficient knowledge and skill in the field of the Programme's activities and that enjoy a good reputation, may become a Party in the cooperation referred to here, by signing this contract.
The Board of Stichting Ruimte voor Geo informatie will determine the costs attached to the above. Assessment will be on an individual basis in each case.
The Board Stichting Ruimte voor Geo informatie may establish regulations for this purpose.

- 2 The Parties participate in the Programme and will endeavour to achieve the most effective cooperation possible and actively participate in the dissemination of knowledge.
- 3 The Parties warrant their performance at project level during the term of the research, in accordance with the *Besluit subsidies investeringen kennisinfrastructuur* (Bsik) and the associated regulations and the Knowledge Project Plan. In the event of conflict between Article 3 paragraph 3 and Article 3 paragraph 4, the former will prevail.
- 4 The Parties will make every possible effort to perform the project or projects in which they participate effectively, on time and within the conditions of the contract.
- 5 The Parties will supply timely and correct information and a financial account to the Programme Management Office on demand.
- 6 Each Party has the following obligations:
 - To inform the Programme Management Office forthwith of
 - changes, problems, delays or other obstacles to the execution;
 - events with a possible influence on the Programme, the outcomes of the Programme, or the work of another Party.
 - To inform the Programme Management Office to the best of its ability of relevant information that a Party receives from third parties with respect to the Programme.
 - To warrant the accuracy of the information that it supplies to the Programme Management Office and other Parties, and to rectify immediately any inaccuracy or error discovered.
 - To act in good faith at all times and to take the reputation of other Parties into consideration.
 - To participate in a cooperative manner and to contribute to meetings and gatherings within the framework of the Programme.

Article 4 Foundation

- 1 *Stichting overlegorgaan RAVI* established a foundation on 14 September 2004 known as the *Stichting Ruimte voor Geo Informatie* ("Foundation").
- 2 The Foundation's objective is the development and dissemination of knowledge in the field of geo information, by broadening and introducing innovation into the geo information infrastructure and the geo field of knowledge in the Netherlands as well as through international cooperation, all of the above in the widest sense.
- 3 The activities will take place mainly in the Netherlands.
- 4 The Foundation is responsible for executing the Programme called 'Space for Geo information' and reports to the lead ministry and *Stichting overlegorgaan RAVI* shall, as a result of its formal responsibilities, send the documents to the lead ministry.
- 5 The Foundation will conduct the correspondence and maintain contact with respect to the Programme, among other responsibilities.
- 6 All Parties to this contract report to the Foundation for their part of the work.
- 7 The Foundation receives all funds that relate to the Programme, including the total financial Bsik grant from the lead ministry. The Foundation will manage and

- distribute these funds in accordance with the approved Programme and the decisions taken by the board, all in agreement with the applicable regulations.
- 8 The Foundation's organs are the Board, the Supervisory Board, the Knowledge Advisory Council and the Knowledge Engine.

Article 5 Organization

5.1 Board

- 1 The Board represents the Foundation.
- 2 The Board is at all times bound to the agreements contained in this Consortium Contract and all other applicable contracts, agreements and regulations.
- 3 The Board will establish a Programme Management Office.
- 4 The Board will draw up a Financial Plan annually.
- 5 The Board will distribute all financial resources in accordance with the Financial Plan.
- 6 The Board is responsible for the Programme and will formulate any necessary detailed objectives and strategic policy.
- 7 The Board may initiate reviews and will organize the tendering procedure.
- 8 All Parties are bound within the scope of the Programme to the Board's decisions.

5.2 Programme Management Office

- 1 The Programme Management Office ("PB") is the Foundation's implementing office and is responsible for the daily course of events.
- 2 The Director of the Programme Management Office will be appointed by the Board. The Director reports and renders account to the Board.

5.3 Knowledge Advisory Council

The Knowledge Advisory Council ("ARW") advises the Board concerning the knowledge agenda, the assessment of project proposals and the progress of the projects from a scientific and technological viewpoint, and contributes to the dissemination of knowledge.

5.4 Knowledge Engine

The Knowledge Engine ("KM") advises the Board concerning the knowledge agenda, the assessment of project proposals and the progress of the projects from a social and economic viewpoint, and contributes to the dissemination of knowledge.

5.5 Supervisory Board

The Supervisory Board ("RvT") advises the Board on strategic and financial matters and on monitoring the Programme in the widest sense.

Article 6 Financial Reporting

- 1 Every Party submits an interim financial report annually (in accordance with Bsik rules) to the Programme Management Office, containing the costs incurred for the work within the Programme during the reporting period, and broken down per project.
Each participating Party will submit a financial final report for a project that is to be closed.
The costs will be stated correctly in compliance with the requirements of the Bsik grant rules.
The financial report will also comprise the matching and the time administration per employee per project.
The standard forms supplied by the PB will be used for the reports.
On request of the Board or the lead ministry, each Party will attach an auditor's report to the reports in accordance with the Bsik scheme or the award decision of the Ministry of Housing, Spatial Planning and the Environment. The associated costs will be for the expense of the Party concerned.
- 2 The Leading Party of each project will gather the individual financial reports from the Parties participating in his Project, will verify them for completeness and conformity with the Bsik scheme, and compile them into a consolidated (Final) Financial Report for his Project. These reports shall be submitted to the Programme Management Office.
- 3 The PB produces consolidated financial reports (including details of the grant received) based on the financial reports from Parties and Leading Parties of the projects. The consolidated financial reports must be approved by the Board before submission to the lead ministry by Stichting overlegorgaan RAVI.
- 4 The PB will produce a consolidated financial final report, which must be approved by the Board prior to submission by Stichting overlegorgaan RAVI to the lead ministry no later than thirteen weeks after the Programme's completion date as specified in the decision.

Article 7 Rules for Interim Admission and Premature Change and Exit

- 1 New parties may join this Consortium Contract. A new Party expresses willingness to sign and accept the consequences of this contract by submitting a tender. By signing this contract, the new Party authorizes the Foundation to act on its behalf concerning the execution of the Programme. The Board is authorized to reject a new party, stating the reasons for doing so and taking into consideration the provisions of Article 3.
- 2 After the award of the tender, barring compelling reasons, a Party may not withdraw from participation in the Programme.
- 3 A Party that wishes to withdraw because of compelling reasons will observe a notice period of three months. The withdrawing Party is obliged finish any tasks for which a grant has already been issued and also to yield the associated matching. The withdrawal of a Party as it affects the consequences of the withdrawal of such Party concerned will be treated as a termination under Articles 18 and 19.
- 4 If the lead ministry changes the grant conditions, the conditions of this contract shall be modified by an addendum to this contract.

Article 8 Counterfunding

- 1 Each Party guarantees counterfunding of at least 50% of the project on which he works. Each party also guarantees the counterfunding of the PB and the Knowledge and Communication subprogramme by paying a supplement of 10% over his share of the total project costs. This counterfunding may be set off against the Bsik grant payments.

Article 9 Confidentiality

- 1 Under normal circumstances, all knowledge is public unless:
 - A it represents a party's background knowledge that is subject to a duty of confidentiality;
 - B it represents foreground knowledge on which a party has established or will establish intellectual property rights;
 - C it represents foreground knowledge that is eligible for commercial exploitation.
- 2 Parties undertake to observe complete confidentiality with respect to third parties as specified in paragraph 1.
- 3 Any owners of the foreground knowledge will indicate a term of validity for the confidentiality. This term may not be longer than necessary for establishing the patent concerned.
Confidentiality does not apply if the knowledge has already been released into the public domain.
- 4 The confidentiality obligation is not applicable to Information for which a Party is able to demonstrate that:
 - he already had possession of it prior to commencement of this Contract;
 - it was or became public knowledge after commencement of this Contract through no fault of the Party concerned;
 - he developed it independently of the received Information;
 - he received it from a third party and to the best of his knowledge this Information did not come from the other Party;
 - he is obliged to disclose it on the order of a judicial authority, administrative organ, or government body, on the understanding that the Party involved is to inform the other Party forthwith in order to give this other Party the opportunity to intervene and possibly prevent the disclosure.

Article 10 Background knowledge

- 1 Background knowledge is the knowledge that a party contributes in the execution of this contract. Background knowledge is understood to include a party's intellectual property rights.
- 2 Background knowledge and any intellectual property based on it is and will remain the property of the Party that makes it available.
- 3 The Parties may make background knowledge available for the conduct of the research within the framework of this contract. This knowledge is made available free of charge. The other Parties may not disclose this knowledge to third parties,

except with the permission of the Party making the knowledge available. If a Party wishes to use this knowledge in commercialization processes or to take on related obligations with third parties, the Party concerned must enter into negotiation with the owner of the knowledge concerned on the terms of a licence agreement.

Article 11 Foreground knowledge

- 1 Foreground knowledge is the knowledge that is developed by a Party within the framework of the execution of this contract. Foreground knowledge is understood to include potential intellectual property rights such as patents and copyright on software.
- 2 Foreground knowledge is at all times the property of the Party that makes, develops, or designs the knowledge or skill.
- 3 The owner is free to apply for a patent on his foreground knowledge at his own expense and risk.
- 4 If two or more Parties were involved in the foreground invention or foreground knowledge, hereinafter referred to as the inventing parties, then they will come to an arrangement with respect to the property of this invention or foreground knowledge. This contract will comprise at least the following: an ownership clause, a free licence for use by the other inventing party or parties within the framework of the research, reasonable conditions for its use outside this research and a financial arrangement between parties for distributing the proceeds of its commercial exploitation.
- 5 Each Party will make this foreground knowledge available to the other Parties free of charge with due observance of Article 9 to the extent necessary for executing the research. Making the foreground knowledge available to the other Parties is intended exclusively for use within a joint project, and this foreground knowledge is not transferable to third parties without the written permission of the owner.
- 6 The rights of use obtained on the foreground knowledge of another Party lapse automatically when this contract expires.

Article 12 Commercialization and Exploitation

If a party to this contract wishes to make use of knowledge or intellectual property, or both, belonging to another Party for the commercialization or exploitation of the said knowledge or intellectual property, the Party concerned must enter into negotiation with the owner to arrive at a licence agreement in line with the market. Parties must conduct the negotiations referred to in good faith and attempt in all reasonableness to reach an agreement.

Article 13 Use of trade marks

The Parties will not use another Party's trade mark without obtaining prior written permission. Neither will a Party claim ownership of any trade mark of another party. Within the framework of this contract, the Parties will not remove, modify, or in any other

way camouflage another Party's trade mark that is used for software or other information.

Article 14 Rights of third parties

- 1 Each Party will exercise the necessary caution in determining whether or not knowledge falls under the restrictions of this article.
- 2 Each Party will inform the other Parties concerning:
 - (a) A contractual restriction that may be applicable to an existing right of third parties on the background knowledge that he has made available;
 - (b) An obligation of a Party to make foreground knowledge available to a third party;
 - (c) A restriction arising from a legal or equivalent arrangement that has consequences for:
 - 1) The availability of information; or
 - 2) Rights or licences thereon that could have a detrimental effect on the execution of this contract or the possible exploitation or commercialization of the results.
- 3 The leading party will be duly informed prior to signing this contract, or, if the restriction becomes known later, as soon as it becomes known.
- 4 After signing this contract, a Party will not enter into a contract with a third party if it would entail restrictions as described in this article.

Article 15 Publicity

All publicity on the Programme will be coordinated by the Board. The Parties are free to publicize their involvement under the condition that they do so in agreement with the public statements of the Programme Management Office.

Parties will on demand provide full cooperation to the Board regarding the dissemination of knowledge. The Board may delegate the control and monitoring of the dissemination of knowledge to the Programme Management Office.

The Parties will hereby observe Articles 9 up to and including 14.

Article 16 Liability of the Parties

- 1 If, within the framework of this contract, a Party makes items or information available to another Party, then the receiving Party is entirely responsible for their use, unless the providing Party omits to state that a third party has rights on the items or information such that the receiving Party is unaware of these rights and unknowingly violates these rights. The consequences of this last point are for the expense of the providing Party.
- 2 Each Party is liable for any loss, damage or injury to third parties as a consequence of his actions or omissions in his obligations within the framework of this contract, and the use and exploitation of background and foreground knowledge of third parties.
- 3 The Parties are not liable to each other for consequential loss. Consequential loss is understood to include, but is not limited to, loss of turnover, damage to

- computer hardware, software, data and other costs.
- 4 The Parties are liable solely for injury or death resulting from an intentional act or gross negligence. All other liability is excluded.
 - 5 Parties guarantee that they have a fitting liability insurance. Further arrangements can be included in the Project Agreement.

Article 17 Term

- 1 This contract takes effect on February 7, 2005 and terminates by operation of law on March 1, 2009.
- 2 Each party shall pay their own costs prior to February 17, 2003. All specific project costs as of February 17, 2003 until February 7 2005 can be, up to 5% of the total project costs, be put under this Programme.

Article 18 Termination

If one of the Parties (the “departing Party”):

- (i) goes into liquidation, is granted a moratorium on payments, or is liquidated, where a debt or other settlement is arranged for his debtors, and this Party's participation in the project is not yet definite;
- (ii) is in a force majeure situation for more than ninety (90) consecutive days; or
- (iii) is seriously in breach and is unable to repair this breach within ninety (90) days;

the Board may decide to terminate the contract with this Party. The period of 90 days starts upon serving notice of default.

Article 19 Consequences of termination

- 1 Termination of this contract may under no circumstances cause damage to the remaining Parties. The provisions of Articles 9, 13, 14, 15, 16 and 17 remain unaffected.
- 2 Termination on the basis of Article 18 has no consequences for the other Parties, but for the departing Party it entails the following:
 - (a) All rights granted by another Party lapse immediately and automatically;
 - (b) The departing Party must immediately return all information obtained under this contract to the Party from which the information came. All information given by the departing Party to other Parties will remain with the other Parties;
 - (c) The departing Party must provide the other Parties with all knowledge of importance to the proper execution of this contract. In so far as licences and rights of use are granted within the framework of this contract, they must also be granted under these conditions.
- 3 Rights and obligations of a Party that are explicitly or implicitly intended to persist after termination of this contract, remain in force after termination of this contract.

Article 20 Disputes

- 1 If any dispute arises within the framework of this contract, the Parties will endeavour to resolve the matter by mutual agreement. If desired, the Parties may make use of Mediation and may apply the ACB Mediation scheme. The Parties will bear the costs incurred.
- 2 If the Parties fail to reach mutual agreement, they will refer the dispute to the competent court in The Hague.

Article 21 Jurisdiction

This contract and all other arrangements arising from this contract will be governed by Dutch law exclusively.

Agreed and signed on March 2005