

## Consortium agreement

NFI n° 2008-CPA-1-144

This agreement among:

1. **French National Forest Inventory** (hereinafter referred to as NFI), statutory registration number: 18007800800075 (NAF 751E), Château des Barres, 45290 Nogent-sur-Vernisson, France, represented for the purposes of the signature of this contract by Claude Vidal, Director,

Of the one part,

and

2. **SLU (Swedish NFI)** (hereinafter referred to as SLU), statutory registration number: 202100-2817, Box 7070 – 750 07 Uppsala, Sweden, represented for the purposes of the signature of this contract by Johan Fransson, Head of Department,

Of a second part,

and

3. **Forest Technology Centre of Catalonia** (hereinafter referred to as CFTC), statutory registration number: 9807880001, VAT number: Q7550005H, C/ Pujada del Seminari s/n E-25280 Solsona, Spain, represented for the purposes of the signature of this contract by José Antonio Bonet Lledós, General Director,

Of a third part,

and

4. **Finnish Forest Research Institute** (hereinafter referred to as METLA), statutory registration number: 0124577-1, VAT number: FI01245771, P.O.Box 18 (Jokiniemenkuja 1, 01370 Vantaa), 01 301 Vantaa, Finland, represented for the purposes of the signature of this contract by Hannu Raitio, Director General,

Of a fourth part,

and

5. **Austrian Federal Research and Training Centre for Forests, Natural Hazards and Landscape** (hereinafter referred to as BFW), statutory registration number: FN 257240 W, VAT number: ATU61289616, Seckendorff – Gudent – Weg 8 – 1131 Vienna, Austria, represented for the purposes of the signature of this contract by Dr Harald Mauser, Head of BFW,

Of a fifth part,

and

6. **Swiss Federal Institute for Forest, Snow and Landscape Research** (hereinafter referred to as WSL), statutory registration number: (not applicable), VAT number: 264 928, Zürcherstrasse 111, CH-8903 Birmensdorf, Switzerland, represented for the purposes of the signature of this contract by Dr Christoph Hegg, vice director of WSL,

Of a sixth part,

and

7. **Norwegian Forest and Landscape Institute** (hereinafter referred to as NFLI), statutory registration number: 970167641, VAT number: 970167641, P.O. Box 115, N-1431 Ås, Norway, represented for the purposes of the signature of this contract by Arne Bardalen, Director General,

Of a seventh part,

and

8. **Forest Research** (hereinafter referred to as UK forest Research), statutory registration number: (not applicable), VAT number: GB 888 8305 61, Alice Holt Lodge, Wrecclesham, Farnham, Surrey – GU10 4 LH, United Kingdom, represented for the purposes of the signature of this contract by Sandra Smith, Director of Finance,

Of a eighth part,

and

9. **Forest & Landscape Denmark, Faculty of Life Sciences, University of Copenhagen**, statutory registration number: CVR 29979812, Hørsholm Kongevej 11, 2970 Hørsholm, Denmark, represented for the purposes of the signature of this contract by Henrik Paaby, Chief financial officer,

Of a ninth part,

Hereinafter referred to individually or collectively as the “Party” or the “Parties”

Preamble:

Whereas the parties having considerable experience in the field concerned, have submitted a Proposal in the framework contract for the provision of the forest data and services in support to the European Forest Data Centre (Contract Notice n° 2007/S 194-235358 of 09/10/2007), hereafter referred to as the “Project”.

Whereas the proposal has been accepted by the Commission by letter dated 28 July 2008.

Whereas the parties have agreed to execute and perform the Project by entering into a contract to be signed between the contractor, (as defined Article 1 hereinafter) on behalf on nine Parties and the Commission (the “Contract”).

**The parties intend to enter into the following contract:**

## **Preliminary article**

This consortium agreement (the “Consortium Agreement”) is concluded subject to the condition that the Contract is signed.

Consequently, upon signature of the Contract, such contract will form an integral part of this Consortium agreement and, in particular, it shall specify the length and details of the Project work and how such work shall be carried out and financed.

Consequently, in the event that the Contract is not signed by the Commission, this Consortium Agreement shall automatically become null and void in its entirety and shall be deemed to have produced no effect and obligation.

**Therefore it is hereby agreed as follows:**

## **Article 1 Definitions**

### ***1-1 Contract Definitions***

Words defined in the Contract or in the Contract Annex have the same meaning in this Consortium Agreement and appear in italics.

### ***1-2 Additional Definitions***

“Affiliate” of a *Party* means:

- a) any legal entity directly or indirectly controlling, controlled by, or under common control with a *Party*, for so long as such control lasts and provided that the said *Affiliate* or the ultimate controlling entity is incorporated and resident in, and subject to the law of, a Member State of the Community, or an *Associated State*.

Control of an entity shall exist through the direct or indirect:

Control of 50% or more of the nominal value of the issued equity share capital of the entity or of 50% or more of the equity’s shares entitling the holders to vote for the election of directors or persons performing similar functions, or,

Right by any other means to elect or appoint directors of the entity (or persons performing similar functions) who have a majority vote.

- b) any other organization specified in the agreed Schedule to this *Consortium Agreement* to be *affiliate* of the *Party*.

Common control through government does not in itself, create affiliated status unless otherwise specified in accordance with paragraph (b) above.

*Consortium Agreement* means this Unified Consortium Agreement for Projects entered into in respect of the *Project*.

“*Contract*” means (i) after its signature by all *Contracting Parties*, the Contract n° 384104 for the undertaking by the *Parties* of the *Project*; (ii) before such signature, the model contract proposed by the *Commission* at the date of this *Consortium Agreement* for projects for which the *Proposal* has been or is to be submitted. “*Contract*” shall as applicable also mean any *Contract* amendment.

“*Defaulting Party*” means a *Party* breaching its obligations mentioned in articles 4 and 8 of this *Consortium Agreement* or withdrawing from the *Project*.

“*Party*” or “*Parties*” means a party or the parties to this *Consortium Agreement*.

“*Coordinator*” means the Contractor of the Contract n° 384104.

“*Project Share*” means for each *Party*, that *Party*’s share of the total cost of the *Project* as shown in the *Contract*.

“*Proposal*” means the proposal for the *Project* submitted or intended to be submitted (as the case may be) by the *Parties* to the *Commission*. “*Proposal*” shall be as applicable also mean any amendment to a *Proposal* which is so submitted or intended to be submitted.

“*Software*” means:

- a) software programs being 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;
- b) software information being technical information used or, useful in, or relating to the design development, use or maintenance of any version of a software program;
- c) software documentation being software information in documentary form.

For the avoidance of doubt, *Software* may be *Knowledge* or *Pre-Existing Know-How*.

### **1-3 Further understandings**

- a) “Indirect use of *Knowledge*” in the *Contract*’s definition of *Exploitation* includes, for and on behalf of the *Party* concerned, use by having products and/or services developed, made and/or provided;
- b) “preferential conditions” means more favorable than the market conditions;
- c) “needed” and “necessary” in the *Contract* and in this *Consortium Agreement* means where technical matters are involved “technically essential”, otherwise it means “essential”.

## **Article 2 Purpose and Duration**

### **2-1 Purpose**

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

## **2-2 Duration**

This *Consortium Agreement* shall come into force as of the date of its signature by the *Parties* but shall continue in full force and effect until terminated in accordance with article 14 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.

## **Article 3 Coordinator**

**3-1** In addition to the Coordinator's functions pursuant to the Contract, the Coordinator shall have the following functions only:

- a) administration, preparation of minutes;
- b) transmission of any documents and information connected with the *Project* between the *Parties* Concerned.

**3-2** Except for the capacity as representative of the *Contractors* described in the *Contract*, the *Coordinator* shall not be entitled to act or to make legally binding declarations on behalf of any other *Party*.

**3-3** If one or more of the *Parties* is late in submission of *Project Deliverables*, the *Coordinator* may submit the other *Parties Project Deliverables* to the Commission.

## **Article 4 Responsibilities of each Party**

### **4-1 General Responsibilities**

Each Party undertakes to each other *Party* to use reasonable endeavors to perform and fulfill, promptly, actively and on time, all of its obligations under the *Contract* and this *Consortium Agreement*.

### **4-2 Towards the Coordinator**

Each *Party* hereby undertakes to use reasonable endeavors to supply promptly to the *Coordinator* all such information or document as the *Coordinator* need to fulfill obligations pursuant to this *Consortium Agreement* and the *Contract*.

### **4-3 Towards each other**

- a) Each *Party* undertakes to use reasonable endeavors:
  - (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 endeavors 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) Acting in good faith, when a *Party* can show that for carrying out the *Project* or *Use of Knowledge* from the *Project*:
  - (i) It might require *Access Right* to another *Party's* or an *Assistant Contractor's Pre-existing Know-How* or to another *Party's* *Knowledge* which is not from the *Project*, or
  - (ii) Another *Party* might need *Access Rights* to that *Party's Pre-Existing Know-How* or *Knowledge* which is not from the *Project*.

It will promptly notify such other *Party* of the *Pre-Existing Know-How* or *Knowledge* not from the *Project* required, and in particular, where possible it shall do so before submission of the *Proposal* to the *Commission* or entering into the *Contract*.

- d) When a *Party* is unable to grant *Access Rights* which it reasonably believes that another *Party* will require, it will promptly notify such other *Party* and in particular where possible shall do so before submission of the *Proposal* to the *Commission* or entering into the *Contract*.
- e) Exclusion of *Pre-existing Know-How* from *Right to Access*:

The following items of *Pre-existing Know-How* of the *Parties* are explicitly excluded from *Right to Access*:

- *Pre-existing Know-How* that has been and/or will be created and developed by personnel and/or scientists and/or students at *Parties* not directly involved in the *Project*;
- All other *Pre-existing Know-How* that has been and/or will be derived outside the *Project* which *Parties*; due to third party rights, is not able to grant *Access Rights* to;
- *Pre-existing Know-How* that has been and/or will be developed or created by scientists and/or personnel participating in the *Project*, which is outside the defined research objectives of the Program for jointly executed activities of the *Project*;
- All *Know-How* in patents and current patents applications;
- *Pre-existing Know-How* that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights.

#### **4-4 Task responsibilities**

Each *Party* hereby is responsible for elaborating the task as specified in the project proposal text, with the following deliverables, term and responsible partners. These points are described in the Proposal “Technical information” (Annex II to Contract 384104) and especially paragraph 1-5 “Description of the proposed methodology for the provision of forest data and service”.

### **Article 5 Costs - Payment**

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*.

The *Coordinator* undertakes to transfer appropriate sums within a minimum of delay (maximum 45 days) from its receipt thereof from the Commission and the Contractor will notify each other *Party* promptly of the date and amount transferred to its respective bank account and shall give the relevant references.

## Article 6 Confidentiality

**6-1** As respects all information of whatever nature or form as is:

- a) disclosed to a *Party* in connection with the submission to the *Commission of a Proposal pending the signing of the Contract*;
- b) Disclosed to a *Party* in connection with the *Project* after the signing of the *Contract* but which is clearly marked "Confidential".

Each *Party* agrees such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and undertakes that:

- a) it will not during a period of five (5) years from the date of disclosure to the *Party* use any such information for any purpose other than in accordance with the terms of the *Contract* and of this *Consortium Agreement*, and
- b) it will not during a period of five (5) years treat the same as (and use reasonable endeavors to procure that the same be kept) confidential and not disclose the same to any other third party without the prior written consent of such owner in each case;

provided always that:

- a. such agreement and undertaking shall not extend to any information which the receiving *Party* can show:
  - (i) was at the time of disclosure to the *Party* published or otherwise generally available to the public, or
  - (ii) has after disclosure to the *Party* been published or become generally available to the public otherwise than through any act or omission on the part of the receiving *Party*, or
  - (iii) was already in the possession of the receiving *Party*, without any restrictions on disclosure at the time of disclosure to the *Party*, or
  - (iv) was rightfully acquired from others without any undertaking of confidentiality, or
  - (v) was developed independently of the work under the *Contract* by receiving *Party*;
- b. nothing in this section 6-1 shall prevent the communication of information,
  - (i) as is needed to be communicated to comply with national laws or regulations or with a court order;
  - (ii) subject to section 6-2, to any *Affiliate* or to any other third party (including the Commission) insofar as needed for the proper carrying out of the *Contract* and/or this *Consortium Agreement*;

- (iii) subject to section 6-2, to any third party (including to the public) as strictly needed for technical reasons and insofar as needed for proper *Use of Knowledge* from the *Project*.

**6-2** As respects any permitted communication of any of the information referred to the section 6-1 by the recipient *Party* to a third party (including but not limited to its *Affiliates*) such *Party* will use reasonable endeavors to procure due observance and performance by such third party of the undertakings referred to the section 6-1 and all relevant undertakings in the *Contract*.

## **Article 7 Liabilities**

### **7-1 Liability towards each other**

In respect of information or materials supplied by one *Party* to another hereunder or under the *Contract*, the supplier *Party* shall be under no obligation or liability other than as stated in section 4-3 (b) and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials, or, subject to section 4-3 (c), the absence of any infringement of any proprietary rights of third parties by the use of such information and materials and the recipient *Party* shall in any case be entirely responsible for the use to which it puts such information and materials.

### **7-2 Indemnification of each other**

Each *Party* shall indemnify each of other *Parties*, within the limits set out in section 7-3 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.

For the avoidance of doubt, the liability of a public body shall be limited to that public body's Project Share. Public Bodies shall only assume their own debts and shall not bear the debts of any other Contractor.

### **7-3 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* and from its *Use of Knowledge* and/or *Pre-existing Know-How*.

### **7-4 Third Parties**

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 fulfillment 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 *Party's* prior written consent.

## **Article 8 Force Majeure**

A failure in the performances 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” or *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 six (6) weeks after such notification, the transfer of tasks shall be carried out.

## **Article 9 Access**

### **9-1 Protection of Knowledge**

As stipulated in the *Contract*, any results and rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the *Contract* shall be owned solely by the Community except where intellectual or industrial property rights exist prior entering into the *Contract*.

### **9-2 General principles relating to Access Rights**

All *Access Rights* for carrying out the *Project* and for *Use* are granted on a non-exclusive basis.

### **9-3 Access Rights for carrying out the Project**

9-3-1 Subject to article 7 and section 9-3-3, *Access Rights* to *Pre-Existing Know-How* needed for carrying out the *Project* shall be deemed granted, as of the date set out in the *Contract*, on a royalty-free basis to and by all *Parties*.

9-3-2 Subject to section 9-3-3, *Access Rights* to *Pre-Existing Know-How* and *Knowledge* needed for carrying out the *Project* shall be deemed granted, as of the date set out in the *Contract* Article 2, on a royalty-free basis to all *Assistant Contractors* which similarly grant such *Access Rights* to all *Parties* and other *Assistant Contractors*.

9-3-3 For the avoidance of doubt, Software will be available only insofar as, and in the form which it is, needed for carrying out the *Project*. Notwithstanding the foregoing and save as set out in the *Contract*, the supplying *Party* shall have no obligation to port the Software to any particular equipment or to change it from the form in which the supplying *Party* has it.

## **Article 10 Sub-contracted partners**

The project may involve subcontracted partners, namely:

- Romania: Forest Research and Management Institute (ICAS);

- Czech Republic: Forest Management Institute;
- Italy: Italian Academy of Science of Forstale.

Their parts are described in Annex II to Contract and especially in paragraph 1-5.

## **Article 11 Standards**

If one of the main explicit objectives of the *Project* is to contribute to the establishment of a particular European standard, the *Parties* hereby agree to make available to third parties needed licenses relating to Knowledge and Pre-Existing Know-How in conformance with the roles of the standards body setting such standard provided such third party similarly makes needed licenses available under its intellectual property rights.

## **Article 12 No partnership or agency**

Nothing in this *Consortium Agreement* shall create a partnership or Agency between the *Parties* or any of them.

## **Article 13 Assignment**

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*. Such consent shall not be unreasonably withheld when such assignment or transfer is in favor of an *Affiliate* of that *Party*.

## **Article 14 Termination**

**14-1** After signature of the Contract, 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) 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 the part of that *Party*'s 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.

**14-2** If any *Party* enters into bankrupted 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 fulfillment of such *Party*'s 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.

**14-3** For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

## **Article 15 Settlement of Disputes**

All disputes or differences arising in connection with this *Consortium Agreement* which cannot be settled amicably shall be subject to the jurisdiction of the appropriate national Court of the *Party* who would be the prospective defendant in legal action on the issue.

The *Parties* may instead elect to resolve by mediation a dispute or difference arising in connection with this *Consortium Agreement* which cannot be settled amicably.

## **Article 16 Language**

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

## **Article 17 Applicable law**

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

## **Article 18 Entire Agreement – Amendments**

This *Consortium Agreement*, the *Contract* and – when such exist(s) – *Complementary Contract(s)*, constitute the entire agreement between the *Parties* in respect of the *Project*, and supersede all previous negotiations, commitments and writings concerning the *Project* including any memorandum of understanding between the *Parties* (whether or not with others) which relate to the *Project* or its proposal to the *Commission*.

Amendments or changes to this *Consortium Agreement* shall be valid only if made in writing and signed by an authorized signatory of each of the *Parties*.

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

Authorized to sign on behalf of French National Forest Inventory

Name: CLAUDE VIDAL

Position: DIRECTOR

Signature:



Date: 8 August 2008

Stamp of organization:



Mme Francis GODON  
Notaire à CHATILLON COLIGNY  
45290 Certifie exacte et  
reliable la signature de Claude  
VIDAL affori ci-dessus  
le 8 aout 2008



Mme Francis GODON  
NOTAIRE  
45290 CHATILLON COLIGNY

Authorized to sign on behalf of Swedish NFI:

Name:

Johan Fransson

Position:

Head of Department

Ingrid Ragnarsdóttir  
Research Liaison Officer

Signature:



Date:

22/8-2008

Stamp of organization:



**Grants Office**  
Swedish University of  
Agricultural Sciences



Authorized to sign on behalf of Forest Technology Centre of Catalonia:

Name: JOSE ANTONIO BONET LLEDÓS

Position: General Director

Signature:



Date: 12 September 2008

Stamp of organization:



ASIENTO N° 210108

Yo, Pedro B. Ortiz Barqueró, Notario del Ilustre Colegio de Cataluña, con residencia en Soisona, LEGITIMO la firma que figura en este folio, o en otro anexo, de dom José-Antonio Bonet Lledós =  
+ia de

D.N.I. n° 73.195.465-B

puesta en mi presencia.

Soisona, a 12 de septiembre de 2.008. Doy fe

0,15 SELLO DE  
LEGITIMACIONES Y



Authorized to sign on behalf of Finnish Forest Research Institute:

Name:

Hannu Raitio

Position:

Director General

Signature:



Date:

Stamp of organization:



**APOSTILLE**  
(Convention de La Haye du 5 octobre 1961)

1. Maa: Suomi

Tämän yleisen asiakirjan:

2. on allekirjoittanut: Hannu Raitio

3. toimissaan: ylijohtajana

4. Siinä oleva sinetti/leima on Metsäntutkimuslaitoksen leima

Todistetaan

5. Vantaa 6. 10 päivänä syyskuuta 2008

7. Marjo Valkonen, julkinen notaari

8. No 1047

9. Sinetti/leima: 10. Allekirjoitus:



*Marjo Valko*

Authorized to sign on behalf of BFW:

Name: Dr. Harald Mauser

Position: Head of BFW

Signature:

Date: 2009/11

Stamp of organization:

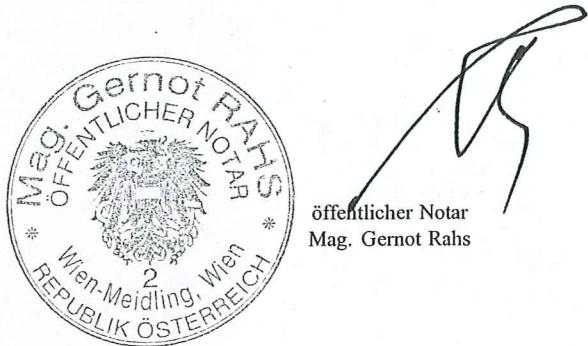


**BRZ 1072/2008 - wi**

Die Echtheit der Unterschrift des Herrn Diplomingenieur Doktor Harald Mauser, geboren am 3.6.1960 (dritten Juni eintausendneinhundertsechzig), 1150 Wien, Jheringgasse 16/4/7, wird hiemit bestätigt. -----  
Wien, am 11.9.2008 (elften September zweitausendacht). -----

Gebühr in Höhe von EUR 13,20 entrichtet.

Dr. Prayer und Mag. Rahs, öff. Notare  
in Wien-Meidling



Authorized to sign on behalf of WSL:

Name: Hegg Christoph

Position: Deputy Director a.i.

Signature:



Date:

11.9.08

Stamp of organization:

Eidg. Forschungsanstalt WSL  
für Wald, Schnee und Landschaft  
CH-8903 Birmensdorf ZH

### Official Certification

Seen for authentication of the foregoing signature, affixed in our presence by

Mr. **Urs Christoph HEGG**, born 14th June 1965, Swiss citizen of Münchenbuchsee BE, according to his information residing at Mattenweg 3a, 4600 Olten, Switzerland, identified by identity card.

Zürich, 11th September 2008

BK no. 1844

Fee CHF 20.00



NOTARIAT FLUNTERN-ZÜRICH  
U. Neuenschwander, Deputy Notary Public

Authorized to sign on behalf of Norwegian Forest and Landscape Institute:

Name:

Arne Bardalen

Position:

Director General

Signature:


Date:

12 September 2008

Stamp of organization:

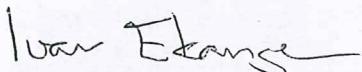
Skog  
landskap

NOREG INSTITUTT FOR  
SKOG OG LANDSKAP

Postboks 115, 1431 ÅS

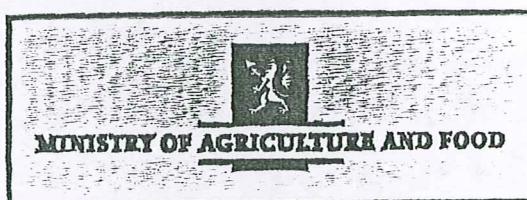
I hereby certify that Mr. Arne Bardalen, Director General, is authorized to sign the Consortium Agreement on behalf of Norwegian Forest and Landscape Institute.

Royal Ministry of Agriculture and Food



Ivar Ekanger

Deputy Director General



Authorized to sign on behalf of UK Forest Research:

Name: SANDRA SMITH

Position: DIRECTOR OF FINANCE

Signature: S.Smith

Date: 9th September 2008

Stamp of organization:



SIGNED BY SANDRA SMITH DULY IDENTIFIED BY  
HER UK PASSPORT AND OTHER DOCUMENTATION  
TO BE DIRECTOR OF FINANCE OF UK FOREST RESEARCH  
BEFORE ME THIS 9TH DAY OF SEPTEMBER 2008 AT  
WINCHESTER, HAMPSHIRE, UK

Louise Radakin

Louise Radakin  
Notary Public  
Winchester  
Hampshire, England

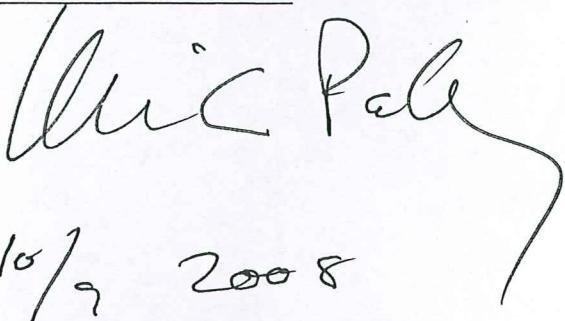


Authorized to sign on behalf of Forest and Landscape Denmark, Faculty of Life Sciences,  
University of Copenhagen:

Name: Henrik Paaby

Position: Chief financial officer

Signature:

  
Henrik Paaby

Date:

10/9 2008

Stamp of organization:



**FOREST & LANDSCAPE**

Forest & Landscape Denmark  
University of Copenhagen      Tel. +45 3533 1500  
Hørsholm Kongevej 11      sl@life.ku.dk  
DK-2970 Hørsholm      en.sl.life.ku.dk



This is to certify that Henrik S. Paaby today in my presence at the Notarial Office approved and signed the above document. No conspicuous corrections or addenda were found in the document.

He has proved his identity by presenting driving license.

**The District Court of Lyngby, Denmark 2008-09-10**



Lis Schoustrup-Thomsen  
Notary Public



RETTEN I LYNGBY  
Hummeltoftevej 10  
2830 Virum  
Tlf. 45 85 33 55 - Fax 45 85 33 19