

CONSELHO DE GESTÃO

ATA Nº 32 / 2019

(Reunião de 29 de novembro de 2019)

Estiveram presentes o Vice-Presidente, Prof. Rui Martins, a Diretora Executiva, Dra. Dulce O'Neill e o Chefe da Divisão de Apoio Técnico, Dr. Carlos David.

A reunião decorreu entre as 09.30H e as 10H30.

O Conselho de Gestão deliberou:

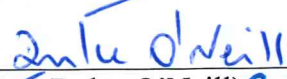
1. Aprovar os pedidos de autorização de pagamentos números:
 - 1000000359, no valor de 1011,78 euros;
 - 1000000360, no valor de 302,71 euros.
2. Aprovar as transferências para os parceiros do Consórcio da Huawei, conforme informação em anexo.

Por não haver mais assuntos a tratar, deu-se a reunião por encerrada e vai ser assinada por todos os membros presentes.

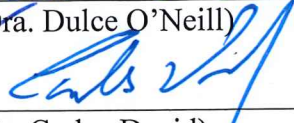
Cruz Quebrada, 29 de novembro de 2019



(Prof. Doutor Rui Martins)



(Dra. Dulce O'Neill)



(Dr. Carlos David)



Pedido de Autorização de Pagamento

Número 1000000359

Pág. 1 de 1

Data: 25/11/2019

Pos	Código	Entidade	Documento	Data Documento	Doc. Referência	Desp Líq.	Retenções
Centro Financeiro	Item Financeiro	Fundos	Área Func.	Elemento PEP			
1	1000000331	AT - Autoridade Tributária	4010000509	2019/11/04	IVA OUT 2019	1.011,78	0,00
	1010	D.06.02.03.IV	RP	2014			

Total Despesa:	1.011,78	0,00		
Total Nota de Crédito:	0,00	0,00		
Total Restituições:	0,00	0,00		
Total Retenções Pagar:	0,00	0,00		
Total Autorização Pagamento:	1.011,78	0,00		
Total Aut. Pagamento: Mil e onze euros e setenta e oito centimos				
Visto por	Elaborado por	Conferido por	Autorizado por	Rececionado na Tesouraria
		ZARA CARLOS Chefe de Divisão		

24.11.2019

Pos	Código	Entidade	Documento	Data Documento	Doc. Referência	Desp Líq.	Retenções
Centro Financeiro	Item Financeiro	Fundos	Área Func.	Elemento PEP			
1	2000047986	Rangel Expresso, S.A.	4010000510	2019/11/24	19AE 18317	302,71	0,00
	1010	D.02.02.25 UEINVESTIG	2012				

Reparar pagamento para fatura de desalpendimento, sendo posteriormente autorizado pelo CG, na forma a que a mencionada não seja anulada na Alameda.

Total Despesa:	302,71	0,00
Total Nota de Crédito:	0,00	0,00
Total Restituições:	0,00	0,00
Total Retenções Pagar:	0,00	0,00
Total Autorização Pagamento:	302,71	0,00

Total Aut. Pagamento: Trezentos e dois euros e setenta e um centimos

Visto por	Elaborado por	Conferido por	Autorizado por	Recebido na Tesouraria
	<i>[Assinatura]</i>	ZARA CARDOSO Chefe de Divisão DGAF	<i>[Assinatura]</i> DULCE JONHELL Diretora Executiva	<i>[Assinatura]</i>

Parecer:

Resumidamente a Deutsche Sporthochschule Köln irá receber 40.000€ pela coordenação e 73.667€ para atividades, a FMH irá receber 60.000€ pela coordenação e 54.665€ para atividades.

Os restantes parceiros irão receber 53.667€ cada um à exceção do Universitu College Dublin que ainda não enviou os dados para se poder proceder à transferência. *solicita-se autorização para o pagamento.*

29/11/2019
ZARA CARDOSO
Chefe de Divisão
DGAF

Concordo. À consideração do ch.

29.11.2019
DULCE O'NEILL
Diretora Executiva

Decisão: *Autorizado ao abrigo da delegação de competências. Runar 29/11/2019*

CONSELHO DE GESTÃO	
<i>Runar</i>	<i>João</i>
	<i>g B</i>

Assunto: Transferência de orçamento para membros consórcio "Towards Intelligent Health and Well-Being: Network of Physical Activity Assessment "

Na sequência da celebração do contrato "Towards Intelligent Health and Well-Being: Network of Physical Activity Assessment" financiado pela Huawei, do qual a Faculdade de Motricidade Humana é instituição coordenadora, e de acordo com o previsto no contrato celebrado será transferido para o coordenador (FMH) o valor total anual de 443.000€, correspondendo a 100.000€ para coordenação e 343.000€ para as atividades previstas no contrato, que terá que fazer a distribuição pelos diferentes membros do consórcio.

Ainda de acordo com o definido no *subaward-contrato*, celebrado entre a FMH e a Deutesche Sporthochschule Köln, a coordenação será realizada por ambas as instituições, sendo atribuído 60% à FMH e 40% a Deutesche Sporthochschule Köln, do financiamento recebido para este efeito.

De acordo com a reunião inicial do consórcio, onde ficou estabelecido o valor para realização das atividades a atribuir a cada um dos membros., pelo que é necessário proceder à transferência, referente ao 1ª ano.

Pelo anteriormente exposto vimos por este meio solicitar a transferência do valor total de 328.335,00€, do financiamento do 1º ano para cada um dos parceiros abaixo indicados, estando os dados bancários em anexo à presente informação.

Parceiro	Valor 1º ano
Deutsche Sporthochschule Köln	113 667,00 €
Norwegian School of Sport Sciences	53 667,00 €
Universidad De Granada	53 667,00 €
University of Southern Denmark	53 667,00 €
University College Dublin	53 667,00 €

À consideração superior.

Cruz Quebrada, 14 de novembro de 2019

A CHEFE DA DIVISÃO DE RELAÇÕES EXTERNAS, COMUNICAÇÃO, E EDIÇÕES


()
ANDREIA SOUSA
CHEFE DE DIVISÃO
DRECE

AS/AS

Network of Physical Activity Assessment Consortium Agreement

**TOWARDS INTELLIGENT HEALTH AND WELL-BEING:
NETWORK OF PHYSICAL ACTIVITY ASSESSMENT**

Consortium Agreement

Agreement No.: YBN2019016187

August 2019

Network of Physical Activity Assessment Consortium Agreement

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made on August 15th 2019, hereinafter referred to as the Effective Date.

BETWEEN:

1. **Huawei Technologies Oy (Finland) Co. Ltd.**, a limited liability company headquartered in Helsinki, Finland and having a business ID 2224718-8.

the Financier

and the following Research Parties

2. **Universidade de Lisboa, Faculdade de Motricidade Humana**, a public body headquartered in Cruz-Quebrada Dafunfo, Portugal and having a VAT number 601621288.
the Party acting also as the Coordinator
3. **Deutsche Sporthochschule Köln**, a public university headquartered in Köln, Germany and having a VAT number DE123474626.
4. **Norwegian School of Sport Sciences**, a public university headquartered in Oslo, Norway and having a VAT number NO971628033.
5. **Universidad de Granada**, a public university headquartered in Granada, Spain and having a VAT number Q1818002F.
6. **University College Dublin**, a public university headquartered in Dublin, Ireland and having a VAT number IE6517388K.
7. **University of Southern Denmark**, a public university headquartered in Odense, Denmark and having a VAT number 20283958.

Hereinafter 1-7, jointly or individually, referred to as "Parties" or "Party", relating to a project entitled Towards Intelligent Health and Well-being - Network of Physical Activity Assessment in short, NPAA, hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have agreed to do research co-operation based on their mutual interests.

The Parties wish to specify binding commitments among themselves.

The Parties are aware that this Consortium Agreement utilizes some suitable elements from DESCA model consortium agreement which was originally prepared for European Commission's Horizon 2020 projects.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:



1 Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined herein.

"Access Rights" means rights to use Results or Background under the terms and conditions laid down in this Consortium Agreement or as separately agreed between Parties.

"Annual Research Plan" is a plan covering the research topics and roles of the Parties in achieving them. The Annual Research Plan is approved in the General Assembly for each year of the Project. It shall be complemented or amended by the General Assembly if deviations to the existing plan or new initiatives receiving additional funding are agreed upon.

"Background" means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights that are held by the Parties before they accede to this Consortium Agreement.

"Coordinator" means the University of Lisbon (Universidade de Lisboa, Faculdade de Motricidade Humana).

"Defaulting Party" means a Party which the General Assembly has identified to be in breach of this Consortium Agreement.

"General Assembly" means the management body described in the Governance Structure section of this Consortium Agreement.

"Results" means any tangible or intangible output of the Project, such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in accordance with the Annual Research Plan and using the funding provided by the Financier, as well as any rights attached to it, including intellectual property rights.

"Subproject" means an individual research initiative which is proposed to be included in or later accepted as part of the Annual Research Plan.

"Subproject Summary" means a brief description of a Subproject to be signed by the Financier and all Parties participating in the Subproject. The Subproject Summary includes at least objectives, workplan, assessment of research ethical questions, implementing team, schedule total budget, financing coming from the Financier, monetary or in-kind contribution of a Research Party/(Parties), overhead applied, funding coming from other sources, Background IPR to be used, expected Results and whether they might have commercial potential. A Subproject Summary template (which might be further developed in the course of the Project) is included as Annex 1.

2 Section: Purpose

The purpose of this Consortium Agreement is to specify with respect to each agreed Subproject the legal framework governing the implementation of such Subprojects, and in particular, the organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

The Parties have identified the following aims for the Project:

Network of Physical Activity Assessment Consortium Agreement

1. Evaluation of testing protocols for performance accuracy for consumer health and fitness devices in all their dimensions (in line with ISO and CE norms) (June 2020);
2. Promotion of standardized protocols in the scientific community when dealing with health and fitness devices (2020-2022);
3. Exploration of new user cases for these devices and promotion of mobile devices and applications in exercise and health settings, i.e. interventions for patients with chronic diseases (2020-2022). Other examples can be the improvement of connectivity between mobile devices and other features such as the personal vehicle to quantify time sitting during driving, better categorization of the type of sedentary behaviour (e.g. watching TV, studying, working at computer) through specific algorithms, or integration of information from local events, weather, and time of day in order to provide physical activities catered to one's personal interests. The Financier shall co-fund the Project in accordance to this Agreement and actively present research ideas and initiatives to be included in the Annual Research Plan.

If any Subproject is a regulated study (e.g. a clinical trial, a medical device trial etc.) the relevant Parties and the Financier will enter into a separate agreement setting out their respective responsibilities and obligations in respect of same.

Each Party shall be responsible for its research duties as defined in the Annual Research Plan. Besides this Project, the Financier and a Research Party/Research Parties may enter into separate commissioned research Agreement(s).

Notwithstanding anything to the contrary contained in this Agreement it is understood that the supply, export or transfer of goods, technologies, software, results, services and information under this Agreement may be subject to import or export control laws and regulations or any other governmental authorization.

The Parties do not warrant that if any import or export license or any other governmental authorization is required for the fulfillment of any of its contractual obligations, such license or authorization will be issued or extended in due time.

The Parties shall not be obliged to supply, export or transfer goods, technologies, software, results, services and information or to perform other contractual obligations of this Agreement if such supply would violate applicable import or export control laws or regulations of the Member States of the European Union or another country.

In any such case, the Parties make every reasonable effort to resolve the matter in a way such that a violation can be avoided. If this is not possible, and if the General Assembly decides that the affected tasks form a substantial part of the tasks of the concerned Party, the Party concerned by import or export control laws or regulations shall be entitled to terminate its participation in this Consortium with immediate effect and the remaining Parties shall adapt the work to be performed under this Agreement as may be required.

Parties agree and warrant that:

(1) Parties shall understand and comply to the best of their knowledge with United Nations and all countries/regions, including issued by United States, export control applicable laws, regulations, administrative regulations, administrative orders and related requirements currently in force and especially recently updated.

(2) Parties' signing this Agreement and all corresponding annexes, designating its employees, any third party consultants and agents, or other party and its employees to undertake the development work under this Agreement, and any Deliverables and/or services provided to Huawei under this

Network of Physical Activity Assessment Consortium Agreement

Agreement, including but not limited to any documentation, codes, equipment, components, modules, shall strictly comply with the requirements in the foregoing clauses.

(3) The relevant Parties shall promptly provide all necessary export control related documentation or information about the Deliverables or services, including but not limited to the Export Control Classification Number (ECCN), CCATs, License Exception and/or Certification, Authorization by relevant Competent Authorities, in order to perform all the obligations required by all applicable export control laws and relevant requirements.

(4) Parties further represent and warrant that the Development Work and Deliverables under this Agreement are not related with any military party (including but not limited to defense research institutes, national defense laboratories) or military program, and are free from any restriction of transfer or export from government or other entities including laws, regulations or contracts.

Prior to the commencement of each Subproject, the Parties shall execute a Subproject Summary that sets out the particulars for that Subproject.

Upon execution of each Subproject Summary, it shall be incorporated by reference into this Agreement and the terms and conditions of this Agreement shall apply to the Subproject Summary.

Each Subproject Summary may only be amended with the written consent of all Parties involved.

The Parties are under no obligation to accept any Subproject Summaries under this Agreement.

3 Section: Entry into force, duration, termination, and survival of rights and obligations

3.1 Entry into force

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

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

The research activities under this Consortium Agreement are expected to begin in August 2019.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until the end of August 2022 or until complete fulfillment of all obligations undertaken by the Parties under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

This Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

Each Subproject shall commence on the date of last signature of the relevant Subproject Summary and end on completion of the research activities set out therein.

Notwithstanding anything else contained herein, a Party may elect to cease being a party to this Agreement and/ or any Subproject without penalty:

1. By giving twenty (20) days in advance written notice to the other Parties;
2. On notice in writing to the other Parties with immediate effect if it is reasonably of the opinion that the Subproject should cease in the interests of the health of participants involved or if in the opinion of the Party in question, changes in the ethical or legal environment result in the Agreement and/or Subproject no longer being in accordance with the values of such Party.

On the termination of this Agreement or any Subproject, all the work done by the Parties prior to termination is to be paid for in accordance with this Agreement and relevant Subproject Summary. The actual work and amount to be paid shall be decided by General Assembly.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned herein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

4 Section: Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to comply with all applicable laws and guidelines pertaining to the Project or any Subproject including all applicable EU laws in relation to clinical trials, medical devices, and data protection according to the Annual Research Plan approved by the General Assembly.

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

Each Party shall promptly provide all information reasonably required by the General Assembly, the Coordinator or the Financier to carry out its tasks.

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

Each Party is responsible for ensuring that their Subproject or the part of the Subproject is in compliance with the General Data Protection Regulation (GDPR) (EU 2016/679). To the extent that any Parties are required to share personal data (as defined in the GDPR) in the course of the Project or any Subproject, the relevant Parties will enter into a Data Processing Agreement identifying which Party is the Data Controller, which Party is the Data Processor and all other requirements under GDPR.

4.2 Breach

In the event that the Coordinator or the Financier identifies a breach by a Party of its obligations under this Consortium Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Financier, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

Involvement of third Parties requires permission from the General Assembly. A Party that enters into a subcontract or otherwise involves third parties in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement.

5 Section: Liability towards each other

5.1 Warranties

Parties represent and warrant that, to the best knowledge of Parties, Results or any part thereof shall not knowingly infringe any third party's IPR, and will be free from defects resulting from malfunctions or illicit code, including but not limited to computer viruses, Trojan horses, backdoor, self-destruction mechanisms, and copy protection schemes. In any other respects of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient Party shall in all other cases except as mentioned in this clause be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

5.2 Limitations of contractual liability

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

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to 50 000 (fifty thousand) Euros provided that such damage was not caused by a willful act or gross negligence. For the avoidance of doubt, the terms of this Agreement will not apply to any clinical trial, device trial or similar regulated study undertaken as part of the Project, the terms of which will be set out in a separate agreement made between the relevant Parties.

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the Coordinator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six months, the situation shall be discussed in the General Assembly.

6 Section: Governance structure

6.1 General structure

The General Assembly is the decision-making body of the consortium.

The Coordinator is the legal entity taking care of the administration of the Project and acting as the intermediary between the Research Parties and the Financier.

6.2 Members

The General Assembly shall consist of one representative of each Party, as nominated by each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters dealt in the General Assembly.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

- Should be represented at any meeting;
- May appoint a substitute or a proxy to attend any meeting;
- Shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organization of meetings

6.3.2.1 Convening meetings

The Coordinator shall convene ordinary meetings of the General Assembly at least twice a year. The Coordinator shall also convene extraordinary meetings at any time upon written request of any Member. The extraordinary meetings will be held online.

6.3.2.2 Tentative schedule of meetings

August 2019, November 2019, April 2020, November 2020, April 2021, November/December 2021.

6.3.2.3 Notice of a meeting

Except the first ordinary meeting in August 2019, the meeting times for ordinary meetings shall be agreed at least two months in advance. The meeting time can only be changed with the approval of all Parties. The Coordinator shall send the agenda of an ordinary meeting in writing to each Member as soon as possible and no later than 7 calendar days preceding the meeting.

A notice of an extraordinary meeting with an agenda included may be sent at least five calendar days preceding an ordinary meeting.

6.3.2.4 Adding agenda items

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

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 2 business days preceding the meeting.

During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.5 Decisions

Decisions will only be binding once the relevant part of the minutes has been accepted.

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the General Assembly a written document, which is then signed by all Members.

6.3.3 Voting rules and quorum

The General Assembly shall be capable to make decisions if the Coordinator and the Financier and at least 2/3 of other Members are represented in the meeting.

The General Assembly shall take decisions unanimously.

6.3.4 Minutes of meetings

The Coordinator shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. The Coordinator shall send draft minutes to all Members within 10 calendar days of the meeting.

A Party, who was not represented in the General Assembly meeting and whom can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the General Assembly, may exercise a veto with respect to the corresponding decision or relevant part of the decision.

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

The Coordinator shall send the accepted minutes to all the Members of the General Assembly.

6.3.5 Decisions of the General Assembly

The following matters shall be dealt with the General Assembly once a year and in advance to be applicable to the following year:

- Division of the annual 343 000 (three hundred forty three thousand) euros funding among the Research Parties for the second and third years;
- Annual Research Plan, based on the Subproject Summaries;
- IPR issues of the Subprojects;
 - Access Rights to Background and Results (if any) needed to execute the Subprojects;
 - User rights of the Results following the alternatives set out in 8.3 and 8.4.
- Guidelines for the use of funding and reporting requirements of the Financier

In addition to the aforementioned, it is agreed that:

- the General Assembly may decide that funding for certain Subprojects is secured for a period longer than one year;
- the Financier may veto inclusion of particular Subproject(s) in the Annual Research Plan. The veto right may only be used in the General Assembly meeting where the Annual Research Plan is approved;
- the Research Parties are not obliged to execute the Subprojects of the Financier;
- Should the Parties disagree on acceptance of the Subprojects or other division of the annual funding, the Financier shall propose how the funding is divided and for what purpose. Each Research Party may then approve or reject the amount and purpose of use suggested. The Financier shall then, after having consulted the remaining Research Parties, make a new suggestion to the remaining Research Parties for their approval. This shall be repeated until all annual funding has been divided.

The following decisions shall be taken by the General Assembly whenever necessary:

- Amendments to the Annual Research plan, including for example Financier's research initiatives requiring additional funding;
- Involvement of third parties and subcontractors;

Network of Physical Activity Assessment Consortium Agreement

- Media communications and promoting of the Project;
- Evolution of the consortium
 - o Entry of a new Party to the consortium
 - o Withdrawal of a Party from the consortium
 - o Identification of a breach by a Party of its obligations under this Consortium Agreement
 - o Declaration of a Party to be a Defaulting Party
 - o Remedies to be performed by a Defaulting Party
 - o Termination of a Defaulting Party's participation in the consortium and measures relating thereto
 - o Proposal for a change of the Coordinator
 - o Proposal to suspend or terminate the Project or part of the Project

Progress of the Project shall be discussed in every ordinary meeting of the General Assembly.

Extension of the Project shall be discussed in the first ordinary meeting of 2021.

In addition to the aforementioned, the General Assembly shall be free to act on its own initiative to formulate proposals requiring acceptance of the authorized signatories of the Parties.

6.4 Coordinator

The Coordinator shall be the intermediary between the Parties and the Financier. The Coordinator shall, using the financial resources reserved for the administration of the Project, perform all tasks assigned to it as described in this Consortium Agreement.

In particular, the Coordinator shall be responsible for:

- Setting up the Project collaboration procedures;
- Advising the Parties, matching research interests, helping to prepare the research plans and conducting preliminary discussion with the Financier concerning research ideas;
- Monitoring the implementation of Subprojects;
- Preparing, writing and editing the review paper regarding current status in wearable devices for assessing the level of physical activity, energy expenditure, heart rate, etc.,
- Drafting and helping in proposing a standardization process of assessments of physical activity and physical fitness;
- Keeping the address list of Members and other contact persons of the Parties updated and available;

Network of Physical Activity Assessment Consortium Agreement

- Preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- Transmittling promptly documents and information connected with the Project to any other Party concerned;
- Receiving the financial contribution of the Financier and distributing it in accordance with this Consortium Agreement and with the decisions of the General Assembly;
- Following the regulation and legal issues.

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

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

7 Section: Financial provisions

7.1 General principles

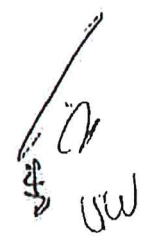
7.1.1 Distribution of funding

The Financier is committed to fund the actions under this Agreement with 443 000 (four hundred and forty three thousand) Euros annually. The funding will be divided as follows:

- Parties (including the Coordinator) receive altogether 343 000 (three hundred forty three thousand) Euros annually;
- The Coordinator (in addition to the abovementioned) receives 100 000 (one hundred thousand) Euros annually;
- The detailed division of the annual funding shall be decided by the General Assembly based on agreed tasks and Subprojects.
- The total annual financial contribution of the Financier shall be paid to the Coordinator. The payment schedule is as below:

Stage	Payment Term	Payment Amount (Excluding VAT tax, EUR)
1	Agreement signed (T)	€ 443 000
2	T + 12 months	€ 443 000
3	T + 24 months	€ 443 000

The Financier shall make each payment by bank transfer within thirty (30) days after receipt of valid invoices. After receiving the funding from the Financier and after the distribution of



the funding has been decided in the General Assembly, the Coordinator shall distribute the funding to the Research Parties without undue delay. In no case shall the Coordinator be obliged to finance the Project with its own funds.

Except as otherwise specified by Financier in writing, the prices under this Agreement are exclusive of any, value added or other taxes, levies, imposts, duties, charges or withholdings of any nature ("Taxes") arising out of any transaction contemplated by this Agreement and imposed against Research Parties and/or Financier by the tax authority or by other governmental entity. Without prejudice to the above, all Parties shall be responsible for their own applicable taxes as required by applicable laws and rules in force. Invoices shall include VAT identification numbers from the Coordinator (501621288). Payments under this Agreement are VAT exempted. Payments for commercial utilization may be subject to VAT, if required by the relevant national legislation.

If a portion of the Funding remains unspent at the end of any given year of this agreement, those funds may be transferred to the following year. If a portion of the Fund remains unspent upon the expiry or termination of this agreement, the General Assembly may determine an acceptable disposition of such funds, which may include (A) an extension of this agreement in proportion to the unspent funds or (B) reallocation of the funds to another research project between Research parties and Financier subject to a separate agreement.

7.1.2 Using funding

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for using the funding for executing the task under this Consortium Agreement. Unless otherwise decided in the General Assembly, the Research Parties may decide independently how to divide the funding between different cost categories such as salaries, travel or supplies. The Research Parties shall cover their travel and accommodation costs caused by attending the General Assembly meetings.

The Parties shall follow reasonable reporting requirements concerning the use of funding, as agreed in the General Assembly.

Neither the Coordinator nor any of the other Research Parties shall be in any way liable or responsible towards the Financier for use of funding of the other Research Parties.

Any claims relating to the use of funding and payback in the case of non-performance shall come from the Financier and be targeted to the Research Party concerned only.

7.1.3 Financial consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all unused funding, as agreed between the Financier and the Party leaving.

8 Section: Results

8.1 Ownership of results

Results are owned by the Party that generates them. Copyright to any scientific publications belongs to the authors of the publications.

8.2 Joint ownership

Results generated by two or more Parties shall be owned by those Parties jointly pro rata to their intellectual contribution.

Unless otherwise agreed, each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

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

8.3 Use of results – free utilization

When approving a Subproject in accordance with 6.3.5, the General assembly may decide that the Results of the Subproject are made available to the general public for free. The General Assembly may also decide on a particular Creative Commons or other equivalent license which shall be applied to the Results.

Unless otherwise agreed in the General Assembly, Subprojects belonging under aim 1 (Evaluation of testing protocols) of this Project (as defined in Section 2 above) are made available to the general public for free.

8.4 Commercial use - right of first refusal

The Results having commercial potential shall be reported to the Financier directly at the latest when the Subproject, where they were generated, has ended. Such Results may also be discussed in the General Assembly meetings. The Financier has a right to acquire ownership of the Results by paying a fair and reasonable compensation (see 8.5).

Unless otherwise agreed in between the owner(s) of the Results and the Financier, the transfer of ownership agreement shall allow the Research Parties to use the Results in research and teaching as stipulated in 8.2. Transfer of ownership agreement shall contain a clause regarding scientific publications. The Research Parties may publish scientifically interesting Results, provided always that publishing does not disclose confidential information or prevent protecting of IPRs, especially patenting.

If transfer of ownership terms are not agreed between the owner of the Results and the Financier 90 days after the Results have been reported to the Financier, the owner is entitled to license or transfer the ownership of the Results to any third party. The owner(s) of the Results and the Financier may mutually agree to extend the 90 days' period if more time for the commercialization negotiations is needed.

8.5 Commercial use - pricing

After the Financier has expressed its interest to commercially utilize certain Results, the Parties shall agree on a fair and reasonable price. Unless otherwise agreed, the price shall be fixed.

At least the following shall be taken into account when fairness and reasonableness of the price is estimated:

- The Financier's financial or other contribution to the Subproject where the Results have been generated;

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- Expected lifespan of the Results;
- Whether the Results contribute to improvement of an existing product or create a new product;
- Whether the Result requires additional development, testing and / or trials as well as regulatory approval and/or certification;
- Whether the Results can be utilized globally or are limited to a certain market area due to their nature;
- The novelty and uniqueness of the Results;
- The possible earlier IPR Results are dependent on the confidentiality of the Results;
- The possibilities, time periods and costs to protect the Results e.g. by patents or other applicable means.

If Parties are unable to agree on the price, they may acquire an external valuation. The costs of the external valuation shall be shared between the Parties.

8.6 Dissemination

This Consortium Agreement shall not limit Parties' right to publish their own Results, provided that:

- Publishing of jointly owned Results shall require consent of all the owners;
- Publishing of Results shall not breach confidentiality obligations;
- Dissemination does not endanger protection of IPRs, which are deemed to have commercial potential.

9 Section: Access rights

9.1 Access rights to background

Any grant of Access Rights to Background shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.



9.2 Access rights to Results

- 9.2.1 Unless explicitly agreed otherwise between a Research Party and the Financier, the Research Party/(Parties) owning Results is entitled to freely use the Results within any scientific area in connection with the Research Party's/(Parties) non-commercial research and educational activities. This implies that the Research Party/(Parties) may continue to develop Results to any extent, within any scientific area and without restrictions, regardless of any license or transfer of rights.
- 9.2.2 Unless prevented by terms of a commercial licensing or transfer of ownership agreement (as may be decided by the owner of the Results in accordance with clause 8.3), Access rights to Results for internal research and teaching activities shall be granted to other Research Parties on a royalty-free basis.

A request for Access Rights to Results may be made up to twelve months after the end of the Project.

9.3. Public announcements

Deutsche Sporthochschule Köln (hereinafter "GSU") is legally bound to inform the public about the Project after its completion. For this purpose, the Parties agree that the GSU is allowed to name the Project and the Financier as the funding project partner in public.

Besides this obligation, and unless the Parties are under any legal obligation, no Party hereto shall make, or cause to be made, any press release or public announcement in respect of this Agreement, the transaction documents or the transactions contemplated hereby or thereby or otherwise communicate with any news media without the prior written consent of other Parties.

10 Section: Non-disclosure of information

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

The Recipients hereby undertake for a period of 4 years after the end of the Project and Subprojects:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- Not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis;
- To return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The

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Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

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

- The Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- The Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- The Confidential Information was already known to the Recipient prior to disclosure;
- The Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and to the extent legally possible, comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The Financier may require additional confidentiality agreements if access to especially sensitive information is granted. These additional confidentiality agreements shall not however limit the transfer of information between the Research Parties if such transfer is needed in order to execute research duties included in the Annual Research Plan.

11 Section: Miscellaneous

11.1 Partial Invalidity

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

11.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

11.4 Assignment and amendments

Except if explicitly stated in this Agreement, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The parties shall endeavor to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

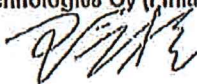
12 Section signatures

AS WITNESS:

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

1. Huawei Technologies Oy (Finland) Co., Ltd.

Signature(s)



Name(s) Wang Aiming

Title(s) President of Huawei Finland R&D

Date

Aug 13, 2019



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2. Universidade de Lisboa, Faculdade de Motricidade Humana

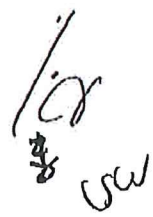
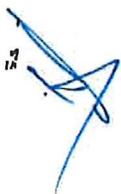
Signature(s)

Name(s) Luis B. Sardinha

Title(s) Professor and Dean


Date

August, 13. 2019



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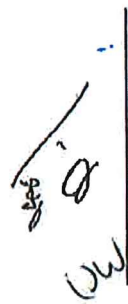
3. Deutsche Sporthochschule Köln

Signature(s) i. v. 

Name(s) Mr. Kai Liebahn

Title(s) Head of Finance

Date 14.08.2015



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4. Norwegian School of Sport Sciences

Signature(s) *Lise Sofie Wøi*

Name(s) LISE SOFIE WØIE

Title(s) ADM. DIR

Date 2/9 - 19

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5. Universidad de Granada

Signature(s)

Name(s)

Title(s)

Date

6.09.2019



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g. University College Dublin

Signature(s)

Name(s)

Title(s)

Date

NATIONAL UNIVERSITY OF IRELAND, DUBLIN

 (UCD)

DONAL DOOLAN
HEAD OF FINANCE

DATE 11/9/2019





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7. University of Southern Denmark

Signature:



Name: Thomas Schmidt

Title: Manager SDU RIO

Date: 23/8-19

SDU 

MBK

Signature:



Name: Jørgen Povlsen

Title: Head of Department

Date: 24/8-2019



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ANNEX 1

Subproject Summary template

Name of the Subproject

Date of the Subproject plan

Principal Investigator of the Subproject (short description)

Other team members implementing the Subproject (short description)

Aims and Objectives of the Subproject

Description of work (research methods, data and infrastructure to be used, tasks of the Project, ethical issues)

Implementation period

Number of working days needed

Budget

The normal funding rate for a Subproject: 100 % of direct costs, i.e. personnel costs (A in the table below) + other direct costs (B in the table below) + standard 25 % flat-rate for indirect costs calculated from the direct costs (direct costs * 0,25).

A) Personnel costs (salary and applicable national tax, labour and social security costs)	
B) Other direct costs	



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(e.g. travel and accommodation, equipment, material, services, publication costs)	
C) Direct costs total (A+B)	
D) Indirect costs (0,25*C)	
E) Total costs of the Subproject (C+D)	
F) Costs covered by the Financier	
G) Research Party's contribution	
H) Other funding	

Background IPR to be used:

Expected Results and whether they might have commercial potential:



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