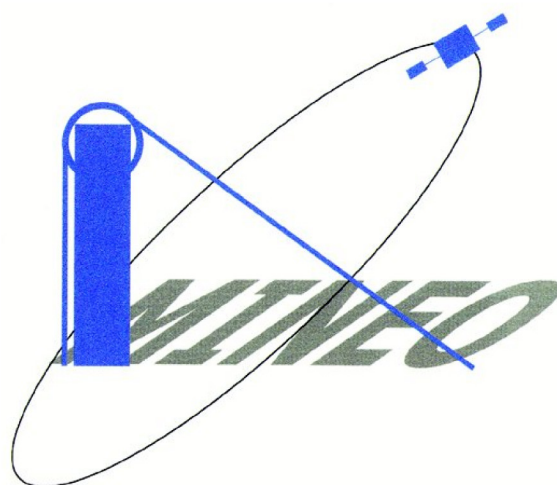


MINEO

ASSESSING AND MONITORING THE ENVIRONMENTAL IMPACT OF MINING ACTIVITIES IN EUROPE USING ADVANCED EARTH OBSERVATION TECHNIQUES

CONTRACT IST-1999-10337



CONSORTIUM AGREEMENT

MINEO CONSORTIUM AGREEMENT SG/DJ VB 01-318

THIS AGREEMENT IS MADE BETWEEN

This AGREEMENT is made on <DD-**MMM**-YY>

BETWEEN

(1) Le **BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES, "BRGM"**, a French public establishment organised under the laws of France, registered at the Registre du Commerce et des Sociétés of Paris under n^o 58B561 4 Paris, with an office at Tour Mirabeau, 39-43 Quai André Citroën, 75379 Paris cedex 15, France, represented by its legal/statutory/authorized representative, Mr. Yves CARISTAN, General Director.

Hereafter **BRGM**.

The COORDINATOR

(2) **GEOLOGIAN TUTKIMUSKESKUS (GEOLOGICAL SURVEY OF FINLAND)**, established in Betonimiehenkuja 4, 02151 ESPOO, Finland, represented by its legal/statutory/authorized representative(s), Pr. Raimo MATIKAINEN, General Director.

Hereafter **GTK**

(3) **GEOLOGISCHE BUNDESANSTALT (GEOLOGICAL SURVEY OF AUSTRIA)** , established in Rasumofskygasse 23, 1031 WIEN, Austria, represented by its legal/statutory/authorized representative(s), Mr. Hans SCHOENLAUB, Director.

Hereafter **GBA**

(4) **NATURAL ENVIRONMENT RESEARCH COUNCIL (BRITISH GEOLOGICAL SURVEY)**, established in Polaris House, North Star Avenue, SN2 1EU SWINDON - United Kingdom, represented by its legal/statutory/authorized representative(s), Ms. Sandra WILLIAMS, Head on Finance and Accounting.

Hereafter **BGS**

(5) **DANMARKS OG GROENLANDS GEOLOGISKE UNDERSOEGELSE (GEOLOGICAL SURVEY OF DENMARK AND GREENLAND)**, established in Thoravej 8, 2400 COPENHAGEN, Denmark, represented by its legal/statutory/authorized representative(s), Mr. Leif THORNING, Head of Department.

Hereafter **GEUS**

(6) **BUNDESANSTAL FUER GEOWISSENSCHAFTEN UND ROHSTOFFE (GEPLOGICAL SURVEY OF GERMANY)**, established in Stilleweg 2, 30655 HANOVER, Germany, represented by its legal/statutory/authorized representative(s), Mr Joerg HAMMAN, Abteilungsdirektor.

Hereafter **BGR**

(7) **INSTITUTO GEOLOGICO E MINEIRO (GEOLOGICAL SURVEY OF Portugal)**, established in Estrada da Portela – Zambujal, 2720 ALFRAGIDE, Portugal, represented by its legal/statutory/authorized representative(s), Mr Rui MARCAL, Administrative Director.

Hereafter **IGM**

(8) **DEUTSCHE STEINKOEHLE AG.**, established in Shamrockring 1, 44623 HERNE, Germany, represented by its legal/statutory/authorized representative(s), Mr. Juergen CZWALINNA, Head of Research and Development Department.

Hereafter **DSK**

Collectively designated hereafter as the « **Principal contractors** ».

(9) **SPACE APPLICATION INSTITUTE? JOINT RESEARCH CENTRE? EUROPEAN COMMISSION**, established Via E. Fermi, 21020 ISPRA (VA), Italy, represented by its legal/statutory/authorized representative(s), Mr. Rudolf WINTER, Director.

Hereafter **JRC/SAI**

(10) **NATIONAL ENVIRONMENT RESEARCH INSTITUTE**, established in Frederksborgvej 399, 4000 ROSKILDE, Denmark, represented by its legal/statutory/authorized representative(s), Mr. David BOERTMAN, Senior Scientist.

Hereafter **NERI**

Collectively designated hereafter as the « **Assistant Contractors** »

(11) **MONDO MINERALS OY**, established in Kajaanintie 54, 87101 KAJAANI, Finland, represented by its legal/statutory/authorized representative(s), Mr. Erkki KURONEN, Research Geologist.

Hereafter **MM**, Designated hereafter as "**sponsor**"

The Principal Contractors, the Assistant Contractors and the Sponsor are collectively designated as the "**Parties**"

relating to the *Project* entitled

" MINEO – Assessing and monitoring the environmental impact of mining activities in Europe using advanced Earth Observation techniques "

WHEREAS:

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- (A) The *Parties*, having considerable experience in the field concerned, have organised a Consortium and have submitted a *Proposal* for a *Project* entitled “ **Assessing and monitoring the environmental impact of mining activities in Europe using advanced Earth Observation techniques** ” to be carried out in the framework of the specific research and technological development programme “ **Information Society Technologies** ”, to the *European Economic Commission* in part of the Fifth Research And Technological Development Framework Programme.
- (B) The *Parties* have entered into the *Main Contract*, as *Principal Contractors* and *Assistant Contractors* and the *European Economics Commission* have awarded the said *Main Contract* to the Consortium..
- (C) The *Parties* wish to specify or supplement, between themselves, the provisions of the *Contract* in line with the *Contract Annex II* Articles 1.15 and 2.2 b.

IT IS NOW HEREBY AGREED AS FOLLOWS

1 **Contractual documents**

The component documents of this Consortium Agreement are the following :

- A – The present Consortium Agreement ;
- B – Annexes
 - B- 1 The Main Contract N° IST-1999-10337
 - B- 2 Annex 1 "Description of work" of the Main Contract
 - B- 3 Annex 2 “General conditions” of the Main Contract
- C – The MINEO Project Handbook
- D – Terms of Reference of the MINEO core group
- E – Any riders

In case of incompatibility or differences in interpretation between the stipulations of the component documents of the Consortium Agreement, the latter shall prevail in the order in which they are listed hereabove. Any subsequent change which must be decided by mutual agreement shall be the subject of a rider to the present Consortium Agreement.

Each Party declares that it is in possession of and familiar with each of the documents listed hereabove.

The present Consortium Agreement supersedes any prior written or verbal agreement or document of any kind between the Parties and regarding the same matter

2 **The Main Contract**

This agreement is at all times subject to the existence of the Main Contract. Where the terms and conditions of this agreement contradict those of the Main Contract, the latter will prevail.

3 **Responsibilities of the Coordinator**

- 3.1 To manage and direct the Project.
- 3.2 To act as a liaison between the Parties and the Commission concerning the Project.

- 3.3 To call meetings of the Parties and to chair the meetings of the Steering Committee.
- 3.4 To take decisions on behalf of the consortium after consultation with the other Parties when there is no project meeting or Steering Committee meeting within a suitable time. Wherever possible, consultation will be made with the other Parties by electronic mail allowing the Parties at least 96 hours to respond. However, if there is no time to consult widely the Co-ordinator shall come to a decision and shall report the decision to the other Parties.
- 3.5 To collect information from the Parties to enable the submission of all management and progress reports, and cost statements, as specified in the Main Contract, to be submitted to the Commission in a timely fashion, a not later than one month after last day of the reporting period.
- 3.6 To administer Project finances in accordance with the Main Contract and with clause 8 of this Consortium Agreement.
- 3.7 To ensure that quality assurance procedures are set up in line with provisions in the Description of Work section of the Main Contract.

4 Responsibilities of each Party

- 4.1 To send representatives who are authorised to speak and take decisions relating to the work of the Project on its behalf, to Project meetings when requested. All Parties shall make every reasonable effort to attend project meetings and Steering Committee meetings as requested. All Parties undertake to co-operate in their common pursuit of the Project objectives.
- 4.2 To perform all its working commitments detailed in the Main Contract, within the time specified. All Parties undertake to promptly notify the appropriate workpackage leader in the case of any substantive delay in performance of the work and, in particular if the delay will mean the later delivery of reports or deliverables or will delay work in other workpackages.
- 4.3 To provide information for all management and progress reports, and cost statements, as specified in the Main Contract in sufficient time to enable the Coordinator to submit these reports within the timescales given in the Main Contract. The Parties shall provide management reports every 3 months to the Coordinator of the effort expended and the progress of the work using the forms provided in the Project Handbook within two weeks of the period end. All deliverables shall be submitted to the Coordinator at least two weeks before the submission deadline specified in the Main Contract to enable quality control checks to be carried out.
- 4.4 To adhere to the Quality Assurance Guidelines provided by the Coordinator for the production of all reports and deliverables as described in the Description of Work and in the Project Handbook.
- 4.5 To endeavour to ensure the accuracy of all information and data provided to the Project. In the event of any error or omission in the results being brought to the attention of the Coordinator the responsible Party will undertake to make corrections as soon as is practicable. This obligation shall continue until the Commission has formally accepted the final report under the Main Contract.
- 4.6 Each party shall be solely liable for any loss, damage or injury to third Parties resulting from its negligence in carrying out work under this agreement.

- 4.7 Each Partner shall be responsible for any part of the work, which they have sub-contracted, and shall guarantee that the sub-contracted work is completed on time and to a standard acceptable to the Commission.

5 Steering Committee

- 5.1 The Steering Committee shall consist of one nominated representative from the Coordinator, each Principal Contractor and Assistant Contractor, and the Commission.
- 5.2 Steering Committee meetings shall be held periodically, at least once per six months, and additionally as requested, to which all relevant Parties shall be invited. The Coordinator shall circulate an agenda at least one week in advance. All other papers to be presented at the meeting will normally be circulated at least one week in advance.
- 5.3 The main topics of the Steering Committee shall be:
- a) reviewing the progress of the Project relative to the schedule and objectives set out in the Main Contract;
 - b) communication of management and administrative arrangements;
 - c) making proposals for the review and/or amendment of
 - (i) the scope of the Project;
 - (ii) the time schedule of the Main Contract;
 - d) resolution of differences between the Parties concerning the execution of the Project;
 - e) agreement on and implementation of actions in the case of defaulting Parties;
 - f) responsible for approving the appointment of subcontractors.
- 5.4 The Coordinator shall circulate the minutes of the meeting to all Parties within two weeks of the meeting. The Parties will normally supply amendments within one week of receipt of the minutes. All revisions will be incorporated in the minutes including designated actions and time deadlines which will be re-issued within one week of the amendments being supplied.
- 5.5 All decisions relating to payments to Parties or changes to the Main Contract (in order to re-allocate work, revise budgets or reschedule delivery dates) shall be taken at the Steering Committee meetings. The Parties will aim to reach decisions which are in the best interests of the Project and are also fair to each Party. If a decision is needed before a meeting, the Coordinator shall ask all Parties for their views and then take the decision based on the written responses received. All decisions at the Steering Committee meetings shall be taken jointly by the Parties in attendance. If there is a difference of opinion the issue will be decided by a simple majority vote, with each Party having one vote. The Coordinator shall have the casting vote. A decision that may increase any kind of commitment or that increase the burden of a Party, shall not be taken without the consent of this Party.

6 Project Committee

- 6.1 The Project Committee shall consist of one nominated representative from the Coordinator, each Principal Contractor and Assistant Contractor and representatives from Environment agencies, mining companies, every office or society interested in the achievement of the Project.

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- 6.2 The Project Committee meetings shall be held periodically, at least once per six months, and additionally as requested, to which all relevant Parties shall be invited. The Coordinator shall circulate an agenda at least one week in advance. All other papers to be presented at the meeting will normally be circulated at least one week in advance.
- 6.3 The topic of the Project Committee is to communicate or to receive any information to or from the potential users of the MINEO Technology, in respect with the articles 11 and 12 hereafter. If any doubt subject to the respect of the article 11 and 12 hereafter should occur, then :
- the representatives of a Parties seize the Steering Committee in order to allow or to reject the disclosure ;
 - by exception of the article 5.5 here above, the decision of disclosure must be taken unanimously.
- 6.4 The Coordinator shall circulate the minutes of the Project Committee meeting to all Parties within two weeks of the meeting. The Parties will normally supply amendments within one week of receipt of the minutes. All revisions will be incorporated in the minutes including designated actions and time deadlines which will be re-issued within one week of the amendments being supplied.

7 Workpackage Leaders

- 7.1 For each Workpackage, a Workpackage Leader shall be appointed to manage and direct the work, ensure the submission of deliverables and monitor the progress of the work.
- 7.2 The Workpackage Leader shall also have the following responsibilities:
- a) to call meetings as may be required for the exchange of information about the work;
 - b) to monitor the progress of the work and to promptly inform the Coordinator of any difficulties or delays;
 - c) subject to 8.1, to coordinate the writing and submission of the draft deliverable to the Project Coordinator;
 - d) to ensure the successful completion of the Workpackage within the schedule identified in the Main Contract.

8 Review and Submission of Deliverables

- 8.1 The Workpackage Leader shall nominate one of the Parties contributing to the Workpackage to write each deliverable.
- 8.2 The layout and numbering of each deliverable shall conform to the guidelines stipulated by the Commission.
- 8.3 Draft deliverables shall be reviewed by the Co-ordinator.
- 8.4 The Workpackage Leader shall ensure that all revisions are carried out as required by the Project Coordinator and shall submit the deliverable in a print ready format to the Coordinator not later than one week before the submission date.

9 Financial Matters

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- 9.1 The Coordinator shall receive all monies due from the Commission under the Main Contract, and shall transfer the appropriate amount of each payment to each Partner within 30 days, except where alternative arrangements have been agreed in advance by the Parties concerned.
- 9.2 The Coordinator shall under no circumstances be responsible to the other Parties where the Commission is at fault in making payments on time or otherwise.
- 9.3 Regardless of the sufficiency of funding under the Main Contract, each Party shall bear its own costs and liabilities incurred under the project without prejudice to the Main Contract force majeure (Annex II, Article 1, 19).
- 9.4 The Coordinator shall not be liable for interest payments to any Party where it has been unable, through no fault of its own, to make immediate transfer of monies received from the Commission.
- 9.5 Each Party will notice to the Coordinator its banking references. The Coordinator won't be liable for a non performance of the article 9.1 resulting from a non notification by a Party of its banking references.

10 Defaults and Remedies for Non-Performance

- 10.1 If at any time it appears that a Party is unlikely to meet its commitments on time, it shall immediately contact the relevant Workpackage leader. The Workpackage leader shall be responsible for assessing whether the delay is significant, and if so, for informing the Coordinator who shall inform the other Parties, reschedule other workpackages where appropriate and notify the Commission. The Coordinator may also decide to call a meeting of the Steering Committee in order to agree remedial action. The Party responsible for the delay shall be liable to the other Parties for any loss of payments from the Commission which may result from the delay.
- 10.2 In the event of a substantial breach by a Party ("the Defaulting Party") of its obligations under this Agreement which is irremediable or which is not remedied within sixty (60) days of written notice from the Contracting Coordinator, the Parties may jointly terminate this Agreement with respect to the Defaulting Party by not less than one month's prior written notice. The Defaulting Party shall be deemed to have agreed to the termination as the other Parties shall decide provided always that:
 - a) the scope of the tasks of the Defaulting Party as specified in the Main Contract shall be assigned to one or several companies and/or entities which are chosen by the other Parties and are acceptable to the Commission and which agree to be bound by the terms of this Agreement, with preference being granted to one or more of the remaining Parties;
 - b) The Defaulting Party shall
 - (i) assume all reasonable direct cost increase (if any) resulting from assignment referred to in (b) above, in comparison with the costs of the tasks of the Defaulting Party as specified in the Main Contract; and
 - (ii) be liable for any such resulting additional direct cost incurred by the other Parties plus any amount for which it is liable towards the Commission;
 - d) The Agreement which is deemed to have been given by the Defaulting Party as aforesaid shall be without prejudice to the rights of the Defaulting Party to appeal against the termination.

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e) The Defaulting Party shall only receive payment for work which has been completed and accepted by the Commission. Any additional monies already received in the form of advances shall be returned to the Coordinator in Euro before withdrawal.

11 Confidentiality

- 11.1 All Parties will treat as confidential and endeavour that there is not disclosed to any person (other than those hereinafter specified) any information of a technical, commercial or financial nature or otherwise relating in any manner to the business or affairs of any other Party or which is disclosed to it for the purposes of or otherwise in connection with the Project.
- 11.2 This undertaking will remain in force for the duration of the contract, or longer by application to the Steering Committee, but shall not in any case be deemed to extend to any information which the receiving Party can show:
- a) had at the time of receipt by the receiving Party been published or become generally available to the public;
 - b) has after receipt by the receiving Party been published or become generally available to the public other than through any act or omission on the part of the receiving Party;
 - c) was already in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
 - d) was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing Party;
 - e) was developed independently of the Project by the receiving Party.
- 11.3 Nothing herein contained shall prevent the Parties from transmitting any information to the Commission to which they are contractually bound, or to any other Party pursuant to the Main Contract.
- 11.4 Each Party undertakes to establish suitable procedures for ensuring that information disclosed to it is restricted to those persons needing such information for the purposes of performing the work.

Nothing in this clause 11 shall prevent a Party from collaborating with one or more third Parties in performing its agreed share of the Project, provided that in each case the proposed third Party collaboration has the prior approval of the other Parties and that in each case a Party proposing to disclose information belonging to another Party shall first obtain the permission of the Party concerned.

12 Publicity and Dissemination of Results

- 12.1 The results contained within a deliverable will be regarded as confidential until the deliverable has been formally accepted by the Commission and beyond then if it is categorised as confidential by the Parties.
- 12.2 The Parties shall be at liberty to publicise and disseminate results following the formal acceptance of the deliverable by the Commission: Copies of any publicity materials, conference papers or articles shall be forwarded to the Coordinator in advance of their presentation or publication.
- 12.3 Subject to the Confidentiality and Intellectual Property undertakings contained herein, each party shall be at liberty (acting independently, or jointly with other Parties hereto and/or with third Parties) to publicise the existence of the Project and their involvement with the consortium provided that they make due acknowledgement of the financial support provided by the Commission and the participation of the other Parties.

- 12.4 When a publication may contain information governed by confidential or Intellectual Property rules, the Publishing Party shall submit with an advance a copy of the project of publication to the Party(ies) which delivered the information. Therefore, within 30 days, these Parties will have a reasonable opportunity to recommend any changes it reasonably believes are necessary to preserve Intellectual Property rights thereunder and the incorporation of such recommended changes shall not be unreasonably refused.
- 12.5 For all publications resulting from the Project, the principal author will have the primary responsibility to decide which Parties will share authorship with the principal author. In the event of conflict, the Co-ordinator will have the final decision on all matters of authorship.
- 12.6 This undertaking will remain in force for the duration of the contract, or longer by application to the Steering Committee.

13 Pre-existing Know-how

"Pre-existing Know-how" means

- a) such information as is in, or during the period of the Project comes into the possession of any Party, which is reasonably required to carry out the Project and which that Party is free to disclose without the consent of, or need to account to, any third Party; and
- b) in relation to Intellectual Property Rights, such rights which are reasonably required to carry out the Project and are now, or during the period of the Project become, beneficially owned by a Party to the extent of its or their right to grant licences thereunder to any person, firm or company without accounting to any third Party:

For the avoidance of doubt neither anything in this Agreement nor participation in the Project shall be deemed to affect the ownership of any Pre-existing know-how or Pre-existing know-how Intellectual Property Rights.

- 13.1 All Pre-existing Know-how rights used in connection with this Project shall remain the property of the Party which introduced the material, product or information.
- 13.2 The Parties hereby grant each other free, non-exclusive, licences to use their Pre-existing Know-how rights to the extent necessary for the performance of tasks under this Project. This does not confer any right to sub-license.

14 Ownership, Exploitation and Dissemination of Results

- 14.1 Arrangements for ownership, exploitation and dissemination of results shall be governed by the terms of Annex II of the Main Contract.

15 Agreement Duration

- 15.1 This Agreement will remain in force until written advice has been received from the Commission that the work described in the Main Contract has been concluded, or until unanimous agreement is given by all Parties that the Agreement is terminated, whichever is the later.

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- 15.2 A Party shall be entitled to withdraw from this Agreement and its participation in the Project provided that:
- a) the Party has given at least two months written notice of intent to withdraw to the other Parties and the Commission;
 - b) the Party has obtained the prior written consent of the other Parties and the Commission.
- 15.3 Any Party withdrawing from participation in the Project shall only receive payment for work which has been completed and accepted by the Commission. Any monies already received in the form of advances shall be returned to the Coordinator in Euro before withdrawal.

16 Settlement of Disputes

- 16.1 In case of dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to settle it amicably.
- 16.2 In the case of any disputes or differences arising in connection with this Agreement which cannot be settled as provided for the preceding Article 16.1, the Coordinator shall consult the Commission Project Officer and agree on a course of action. All Parties shall comply with the decision reached.

17 Amendments

This agreement may be modified only by a written agreement by duly authorised representatives of the Parties named herein.

18 Notice

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

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or to such other address and recipient as a *Party* may designate in respect of that *Party* by written notice to the others.

19 Applicable Law

19.1 This agreement is governed by the law of Belgium.

Signatures

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

MINEO CONSORTIUM AGREEMENT SG/DJ VB 01-318

Authorised to sign on behalf of

BRGM

Signature

Name:

Title

Authorised to sign on behalf of

GTK

Signature

Name:

Title

MINEO CONSORTIUM AGREEMENT SG/DJ VB 01-318

Authorised to sign on behalf of

GBA

Signature

Name:

Title

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