

CONSORTIUM AGREEMENT **ATELIER**

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1 November 2019, hereinafter referred to as the Effective Date

BETWEEN:

1. Gemeente Amsterdam, the Coordinator, a legal entity by public law duly established by and existing under the law of the Netherlands and having its registered seat at Amstel 1, 1011 PN AMSTERDAM, The Netherlands, hereinafter referred to as “AMST” legally represented by Esther Agricola, Director of Planning and Sustainability Department;

and

2. AYUNTAMIENTO DE BILBAO, a municipality, duly organised and existing under the law of Spain and having its registered seat at URIBITARTE 18-4 DCHA, 48001, BILBAO, Spain, hereinafter referred to as “Bilbao”, legally represented by Gotzone Sagardui Goikoetxea, Councillor in charge of the Mayor's Office, Contracting and Human Resources;

and

3. FUNDACION TECNALIA RESEARCH & INNOVATION, a non profit research organisation, duly organised and existing under the law of Spain and having its registered seat at PARQUE CIENTIFICO Y TECNOLOGICO DE BIZKAIA, ASTONDO BIDEA, EDIFICIO 700, 48160, DERIO BIZKAIA, Spain, hereinafter referred to as “Tecnalia”, legally represented by JOSEBA IÑAKI SAN SEBASTIAN, CEO;

and

4. Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO (Netherlands Organisation for applied scientific research TNO), a legal entity by public law (i.e. the TNO-wet), duly organised and existing under the laws of the Netherlands and with registered offices presently at Anna van Buerenplein 1, 2595 DA Den Haag, the Netherlands, hereinafter referred to as TNO, legally represented by Dr. M.G.M. de Kroon (Managing Director Building, Infrastructure & Maritime) acting in full capacity on behalf of the Board of Management of TNO;

and

5. FUNDACION CARTIF, a non profit research organisation, duly organised and existing under the law of Spain and having its registered seat at PARQUE TECNOLÓGICO TECNOLÓGICO DE BOECILLO 205, 47151, BOECILLO, Spain, hereinafter referred to as “Cartif”, legally represented by José Ramón Perán González, General Director.;

and

6. STICHTING WAAG SOCIETY, a non profit research organisation, duly organised and existing under the law of The Netherlands and having its registered seat at NIEUWMARKT 4, 1012 CR AMSTERDAM, The Netherlands hereinafter referred to as “Waag”, legally represented by Bart Tunnissen;

and

7. STICHTING HOGESCHOOL VAN AMSTERDAM, a non profit education and research organisation, duly organised and existing under the law of The Netherlands and having its registered seat at WIBAUTSTRAAT 3 B, 1091 GH AMSTERDAM, The Netherlands hereinafter referred to as “AUAS” , legally represented by Huib de Jong;

and

8. PAUL SCHERRER INSTITUT, a non profit public research organisation, duly organised and existing under the law of Switzerland and having its registered seat at FORSCHUNGSTRASSE 111, 5232 VILLIGEN PSI, Switzerland hereinafter referred to as “PSI”, legally represented by Prof. Dr. Andreas Pautz and Dr. Tom Kober

and

9. STEINBEIS INNOVATION GGMBH, a non profit public research organisation, duly organised and existing under the law of Germany and having its registered seat at WILLI BLEICHER STRASSE 19, 70174 STUTTGART, Germany hereinafter referred to as “SEZ”, legally represented by Dr. Petra Püchner;

and

10. BUDAPEST FOVAROS ONKORMANYZATA, a municipality, duly organised and existing under the law of Hungary and having its registered seat at VAROSHAZ UTCA 9-11, 1052 BUDAPEST, Hungary hereinafter referred to as “ Budapest”, legally represented by Balázs Szeneczey dr, Deputy Mayor on behalf of István Tarlós, Mayor;

and

11. MUNICIPIO DE MATOSINHOS a municipality, duly organised and existing under the law of Portugal and having its registered seat at AV D AFONSO HENRIQUES, 4450 510 MATOSINHOS, Portugal hereinafter referred to as “Matosinhos”, legally represented by Eduardo Nuno Rodrigues e Pinheiro;

and

12. CITY OF RIGA | RIGA MUNICIPAL AGENCY "RIGA ENERGY AGENCY a municipality non profit public organisation, duly organised and existing under the law of Latvia and having its registered seat at Maza Jauniela 5, Riga, LV-1050 Brivibas street 49/53, Brivibas street 49 RIGA, Latvia hereinafter referred to as “REA”, legally represented by Timurs Safiuljins, Director;

and

13. KOBENHAVNS KOMMUNE a municipality, duly organised and existing under the law of Denmark and having its registered seat at OTTILIAVEJ 1, 2500 VALBY, Denmark hereinafter referred to as “Copenhagen”, legally represented by Karsten Biering Nielsen;

and

14. HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA a municipality, duly organised and existing under the law of Slovakia and having its registered seat at PRIMACIALNE NAMESTIE 1, 814 99 BRATISLAVA, Slovakia hereinafter referred to as “Bratislava city”, legally represented by Ing.arch. Matúš Vallo, the Mayor ;

and

15. GMINA MIEJSKA KRAKOW - MIASTO NA PRAWACH POWIATU, a municipality, duly organised and existing under the law of Poland and having its registered seat at PLAC WSZYSTKICH SWIETYCH ¾, 31 004 KRAKOW, Poland hereinafter referred to as “City of Krakow”, legally represented by Andrzej Łazęcki, Deputy Director of Municipal Services Department;

and

16. UNIVERSIDAD DE LA IGLESIA DE DEUSTO ENTIDAD RELIGIOSA, a non profit education and research organisation, duly organised and existing under the law of Spain and having its registered seat at AVENIDA DE LAS UNIVERSIDADES 24, 48007 BILBAO, Spain hereinafter referred to as “UDEUSTO”, legally represented by Gonzalo Meseguer Tapiz;

and

17. CLUSTER DE ENERGIA DEL PAÍS VASCO, a non profit association duly organised and existing under the law of Spain and having its registered seat at C/ SAN VICENTE 8, EDIFICIO ALBIA II, 4ª PLA, 48001 BILBAO, Spain hereinafter referred to as “CEPV”, legally represented by Mr. José Ignacio Hormaeche acting in his capacity of Managing Director and duly authorised for the purposes hereof;

and

18. IBERDROLA ESPANA SA a legal entity by public law duly organised and existing under the law of Spain and having its registered seat at PLAZA EUSKADI 5, 48009 BILBAO, Spain hereinafter referred to as “Iberdrola”, legally represented by Mr Roberto Mariscal Melero and Mr. José Ignacio Sojo Cirión;

and

19. TELUR GEOTERMIA Y AGUA SA a legal entity by law duly organised and existing under the law of Spain and having its registered seat at GP ALIENDALDE AUZUNEA 6, 48200 DURANGO, Spain hereinafter referred to as “TELUR”, legally represented by Mr. Iñigo Arrizabalaga Valbuena acting in his capacity of CEO and Technical Director;

and

20. ENTE VASCO DE LA ENERGIA a public body duly organised and existing under the law of Spain and having its registered seat at Alameda Urquijo Edificio Plaza Bizkaia 36, 1º, 48011 BILBAO, Spain hereinafter referred to as “EVE” , legally represented by Iñigo Ansola Kareaga;

and

21. Spectral Enterprise B.V. a legal entity by law duly organised and existing under the law of The Netherlands and having its registered seat at Kroppaarstraat 12, 1032 LA Amsterdam, The Netherlands hereinafter referred to as “Spectral” , legally represented by Floor van Bovene;

and

22. Maanzaad BV (Republica Development VOF), a legal entity by law duly organised and existing under the law of The Netherlands and having its registered seat at Kuiperssteeg, 1012 HR AMSTERDAM, The Netherlands hereinafter referred to as “Maanzaad” , legally represented by Machiel Brautigam;

and

23. Edwin Oostmeijer Projectontwikkeling B.V. a legal entity by law duly organised and existing under the law of The Netherlands and having its registered seat at Overhoeksparklaan 210, 1031 KC AMSTERDAM, The Netherlands hereinafter referred to as “Edwin Oostmeijer” , legally represented by Edwin Oostmeijer, director;

and

24. STICHTING AMSTERDAM INSTITUTE FORADVANCED METROPOLITAN SOLUTIONS a non profit research organisation, duly organised and existing under the law of The Netherlands and having its registered seat at KATTENBURGERSTRAAT 7, 1018 JA AMSTERDAM, The Netherlands hereinafter referred to as “AMS Institute” , legally represented by Kenneth Heijns, managing director.;

and

25. STICHTING WATERNET a non profit public body duly organised and existing under the law of The Netherlands and having its registered seat at KORTE OUDERKERKERDIJK 7, 1096 AC AMSTERDAM, The Netherlands hereinafter referred to as “Waternet” , legally represented by Roelof Kruize, CEO;

and

26. DNV GL NETHERLANDS B.V. a legal entity by law duly organised and existing under the law of The Netherlands and having its registered seat at UTRECHTSEWEG 310, 6800 ET ARNHEM, The Netherlands hereinafter referred to as “DNVGL” , legally represented by Mr. Theo Bosma, Program Director – GTR ;

and

27. Groene Energie Administratie BV a legal entity by law duly organised and existing under the law of The Netherlands and having its registered seat at Kruisplein 15, 3024 BH ROTTERDAM, The Netherlands hereinafter referred to as “Greenchoice”, legally represented by Evert den Boer, CEO;

and

28. CIVIESCO s.r.l. a legal entity by law duly organised and existing under the law of Italy and having its registered seat at Via Vittorio Veneto 24, 33100 UDINE, Italy hereinafter referred to as “Civiesco srl”, legally resresented by Mr. Massimo Bolzicco;

and

29. ZABALA INNOVATION CONSULTING, S.A. an SME duly organised and existing under the law of Spain and having its registered seat at PASEO SANTXIKI 3 BIS, 31192 MUTILVA ALTA NAVARRA, Spain hereinafter referred to as “Zabala”, legally represented by Ainhoa Zabala;

and

30. FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. a non profit reseach organisation duly organised and existing under the law of Germany and having its registered seat at HANSASTRASSE 27C, 80686 MUNCHEN, Germany, acting as legal entity for its Fraunhofer-Institut für Techno- und Wirtschaftsmathematik ITWM, Kaiserslautern, Germany, hereinafter referred to as “Fraunhofer”, legally represented by Kathrin Werner and Dr. Frauke Bronsema;

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

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in short

ATELIER

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020), call: H2020 –LC-SC3-2018_2019-2020, LC-SC3-SCC-1-2018-2019-2020

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

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 either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Affiliated Entities”: Identities as identified in attachment 4.

“Consortium Body“:

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Software”

Software means 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.

None of the terms and conditions of this Consortium Agreement shall be enforceable by any person who is not a Party to it. Each Party is severally (and not jointly and severally) liable for its acts or omissions in performing or failing to perform those obligations which are applicable to it, and, to the extent permitted by law a Party is not liable for the acts or omissions of another Party.

2 Section: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation 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.

3 Section: Entry into force, duration and termination

3.1 Entry into force

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

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

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and 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.

If

- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation and to provide the Background included in Attachment 1 for the duration of the 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 the Grant Agreement and 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 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 a Consortium Body or by the Coordinator 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.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, 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

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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 and of the Grant 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 and the Grant Agreement.

5 Section: Liability towards each other

5.1 No warranties

In respect 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 cases 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 (or its Affiliated Entities) 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 wilful act..

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

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 competent Consortium Bodies in writing of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization in the event that a Party uses reasonable efforts to fulfil its tasks properly and in time

6 Section: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly as the ultimate decision-making body of the consortium.

Steering Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The Project Management Team consists of the Project Manager, The Innovation Manager and the financial manager, and deals with day-to-day coordination and management of all project activities. The group, which is chaired by the Project Manager, oversees the production of reports, facilitates integration and knowledge spill-over across the consortium, proposes changes to the technical work program if necessary, and ensures that the scientific progress of the project is in line with the objectives and possibly goes beyond.

The Project Manager, the Innovation Manager and the financial manager shall install dedicated project offices and work as a team and communicate according to the following clear repartition of responsibilities.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly

Steering Committee	At least quarterly	At any time upon written request of any Member of the Steering Committee
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6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting for which email will be sufficient provided that each Member of that Consortium provides acknowledgement of receipt to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda

6.2.2.6

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined

majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, excluding abstentions.

6.2.4 Veto rights

6.2.4.1

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be significantly affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.4.8

A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting by email

6.2.5.2

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

6.2.5.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party

- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- Steering Committee Members

6.3.2 Steering Committee

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Steering Committee shall consist of the Project Management Team and the Work Package leaders.

The Project Manager shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2

The Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project

with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6

The Steering Committee shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.7

In the case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of the Consortium Body meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3

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

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 Project Management Team

6.5.1 This group is defined in the proposal as the Project Management Team (PMT). The PMT is responsible for: technical and day to day coordination, financial and administration of the project, communications between the EC, project and relevant stakeholders and monitoring the progress of the project and ensuring that the set ambitions are achieved. The PMT consists of a Project Manager, an Innovation Manager and a Financial/Admin Expert. They are in close contact with the Local District Coordinators of Amsterdam and Bilbao and all other stakeholders.

6.5.2 Where foreseen in Grant Agreement or otherwise decided by the consortium in this Project, the PMT will act as defined in the proposal.

6.6 Advisory Board (AB)

6.6.1 An Advisory Board (AB) will be appointed and steered by the Steering Committee. The AB shall assist and facilitate the decisions made by the General Assembly. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each AB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and where determined by decision of the Steering Group or the General Assembly (as the case may be) shall prepare the implementation of the AB's suggestions. The AB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights. Any Party may veto the involvement of any third party in the AB if that third party is a competitor or potential competitor of that party.

6.6.2 The Advisory Board (AB) consists of recognised experts in smart cities which independently assist the project by providing scientific and technical advice on select project activities and outputs, as well as an external perspective on innovation potential and innovation capacities. Chaired by the Innovation Manager, the group adopts a variable-geometry approach whereby individual or a sub-group of experts selected from a roster are called to provide counsel, analysis, capacity and validation on items such as key project deliverables and capacity building events. The Advisory Board meets once a year in parallel with the meetings of the Steering Group. Members of the board will also be involved in additional meetings via remote forms of communication as appropriate.

7 Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Return of excess payments; receipts

7.1.4.1

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.4.2

In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority in writing

8 Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them. When relevant the Parties will complete an Invention Form.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work. The joint owners shall, within a six

(6) month period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, disseminating, the division of related costs and exploiting such jointly owned Results on a case by case basis. However, until the time a joint ownership agreement has been concluded, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular the contribution of a joint owner to an inventive step) to the Results by the joint owners concerned.

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), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable Conditions.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.3.2

It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.3.4

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own and jointly owned Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own and jointly owned Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the planned date of the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.
- (c) Confidential Information of the objecting Party is included in the publication..

The objection has to include a precise request for necessary modifications.

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 60 calendar days from the time it raises such an objection. After 60 calendar days the publication is permitted.

8.5.1 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. If a Party does not respond to a request for written approval within 30 days, this shall be regarded as a tacit approval .

8.5.2 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5.3 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

8.5.4. Open Access

The Parties shall note the obligations under Article 29.2 of the Grant Agreement concerning Open Access to scientific publications.

9 Section: Access Rights

9.1 Background included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable Conditions.

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable Conditions.

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities if they are identified in [attachment 4] to this Consortium Agreement have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement 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.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

10 Section: Non-disclosure of information

10.1

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".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- 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; and
- 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 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.

10.3

The recipients shall be responsible for the fulfilment 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.

10.4

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 disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- 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, or
- 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.

10.5

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

10.6

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

10.7

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
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8

Each Party must comply with the General Data Protection Regulation (EU) 2016/679 and their national personal data protection regulation. All Parties are required to keep appropriate documentary evidence of data generation and handling.

Each Party will adopt the role of data controller in relation to any personal data processed by the Party as part of such Party's participation in the Project.

The legal basis for the Parties' processing of personal data in relation to the Project shall be article 6, 1 (a) of the GDPR (Informed Consent).

And/or

The legal basis for the Parties' processing of personal data in relation to the Project shall be article 6, 1 (e) of the GDPR (Informed Consent).

The data controlling Party shall ensure a legal basis for any transmission of the personal data, which is necessary for the full implementation, management and monitoring of the Project. If a Party detects that their processing activities require a specific separate contract from this Section 10.9, including but not limited to data processing agreement or data sharing agreement, such Party shall notify the Parties it reasonably deems may be affected thereby without undue delay, and such affected Parties shall undertake to establish such specific separate contract without undue delay.

A Party transferring Personal Data or Results containing Personal Data to any recipient in a Third Country shall be responsible for ensuring that statutory or contractual instruments exist which ensure a lawful transfer to such third countries and that any notifications to supervisory authorities, as applicable, have been effected. For the avoidance of doubt it must comply with Chapter V of the GDPR.

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11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 Governance Structure

Attachment 6 Grant Agreement

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

Except as otherwise provided in Section 6.4.4, 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.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 not explicitly listed in Section 6.3.1.2 (LP) 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 substantive laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The parties shall endeavor to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

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

11.9 Ethical clause

Each Party declares and accepts for the benefit of the other Parties that:

- It has complied and shall continue to comply with all applicable laws governing anti-corruption.
- It has not promised, offered or paid and shall not promise, offer or pay, directly or indirectly, any bribes, payments to facilitate transactions or other improper payments to any third party in connection with this Agreement.
- It has not corruptly promised, offered or paid, and shall not corruptly promise, offer or pay, directly or indirectly, anything of value in order to (i) influence any act or decision of a third party; (ii) secure any undue advantage for the Parties; or (iii) induce a third party to influence the acts or decisions of an official.
- It shall not give, offer, promise or make contributions, donations or other payments of any items of value or in any manner, relating to this Agreement, to any official
- Other than signs of courtesy or customary business gifts and tokens (up to a value of 50€), it shall not give, offer, promise or make contributions, donations or other payments or in any manner, relating to this Agreement, to any official ,
- It shall notify to the other Parties, in case of having a meeting with any official in relation to this Agreement.
- It shall immediately notify the other Parties if any of its employees, directors or administrators are subject of an investigation relating to corruption or any other unlawful conduct during the term of this Agreement.
- It agrees to keep precise and complete books and records in relation to this Agreement or any related activity, including the records of payments to third parties, in accordance with generally accepted accounting principles.
- It has no knowledge to the effect that any official benefits personally, directly or indirectly from this Agreement or from any other related activity.
- It has not hired any commercial agent and, should it wish to do so, the other Parties shall be duly notified and no such hiring may take place without the express prior authorization of all of them and without a written contract requiring that such third parties comply with all anti-corruption rules.
- In the event of a substantial breach of the obligations set forth in this Clause, each of the other Parties, who is not in default, shall have the right to partially terminate this

Agreement as regards the Party in default, so that such Defaulting Party is excluded therefrom and it is no longer considered as a Party. The termination of the Defaulting Party will be handled according to the procedure of the Section 4.2 of this Agreement. Likewise, each non-defaulting party shall be entitled to take any other measures in accordance with the law or this Agreement that are appropriate to preserve its interests.

12 Section Signatures

AS WITNESS:

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

Party 1: City of Amsterdam

Signature(s)

Name(s) Ester Agricola

Title(s)

Date

Party 2: Ayuntamiento de Bilbao

Signature(s)

Name(s) Gotzone Sagardui Goikoetxea

Title(s) Councillor in charge of the Mayor's office, Contracting and Human Resources

Date

Party 3: Fundacion Tecnalia Research and innovtion

Signature(s)

Name(s) Joseba Inaki San Sebastian

Title(s) CEO

Date

Party 4: Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek

Signature(s)

Name(s) Drs P.P. van 't Veen

Title(s) Director Market Building, Infrastructure & Maritime

Date

Party 5: Fundacion Cartif

Signature(s)

Name(s) José Ramón Perán González

Title(s) General Director

Date

Party 6: Stichting Waag Societeit

Signature(s)

Name(s) Bart Tunnissen

Title(s)

Date

Party 7: Stichting Hogeschool van Amsterdam

Signature(s)

Name(s) Huib de Jong

Title(s)

Date

Party 8: Paul Scherrer Institute

Signature(s)

Name(s) Prof. Dr. Andreas Pautz

Dr. Tom Kober

Title(s) Division Head
Nuclear Energy and Safety

Project Manager

Date:

Party 9: Steinbeis Innovation GMBH

Signature(s)

Name(s) Dr Petra Püchner

Title(s)

Date:

Party 10: BUDAPEST FOVAROS ONKORMANYZATA

Signature(s)

Name(s) Balázs Szeneczey dr., Deputy Mayor, on behalf of István Tarlós, Mayor

Title(s)

Date:

Party 11: Municipio de Matosinhos

Signature(s)

Name(s) Eduardo Nuno Rodrigues e Pinheiro

Title(s)

Date:

Party 12: City of Riga

Signature(s)

Name(s) Timurs Safiulins

Title(s) Director

Date:

Party 13: Kobenhavns Kommune

Signature(s)

Name(s) Karsten Biering Nielsen

Title(s)

Party 14: HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA

Signature(s)

Name(s) Ing.arch. Matúš Vallo

Title(s) Mayor

Date:

Party 15: Gmina Mejska Krakow

Signature(s)

Name(s) Andrzej Łazęcki

Title(s) Deputy Director of Municipal Services Department

Date:

Party 16: UNIVERSIDAD DE LA IGLESIA DE DEUSTO

Signature(s)

Name(s) Gonzalo Meseguer Tapiz

Title(s)

Date:

Party 17: Cluster de Energia del Pais Vasco

Signature(s)

Name(s) Mr José Ignacio Hormaeche

Title(s) Managing director

Date:

Party 18: Iberdrola Espana SA

Signature(s)

Name(s) Mr Roberto Mariscal Melero and Mr José Ignacio Sojo Cirion

Title(s)

Date:

Party 19: Telur Geotermia y Agua SA

Signature(s)

Name(s) Mr. Iñigo Arrizabalaga Valbuena

Title(s) Managing Director

Date:

Party 20: Ente Vasco de la Energia

Signature(s)

Name(s) Iñigo Ansola Kareaga

Title(s)

Date:

Party 21: Spectral Enterprise BV

Signature(s)

Name(s) Floor van Bovene

Title(s)

Date:

Party 22: Maanzaad BV

Signature(s)

Name(s) Machiel Brauntigam

Title(s)

Date:

Party 23: Edwin Oostmeijer Productontwikkelin BV

Signature(s)

Name(s) Edwin Oostmeijer

Title(s) Director

Date:

Party 24: Stichting Amsterdam Insitute for Advanced Metropolitan Solutions

Signature(s)

Name(s) Kenneth Heijns
Title(s) Managing Director

Date:

Party 25: Stichting Waternet

Signature(s)

Name(s) Roelof Kruise

Title(s) CEO

Date:

Party 26: DNV GL Netherlands BV

Signature(s)

Name(s) Theo Bosma

Title(s) Program Director - GTR

Date:

Party 27: Groene Energie Administratie BV

Signature(s)

Name(s) Evert den Boer

Title(s) CEO

Date:

Party 28: CiviESCO srl

Signature(s)

Name: Mr. Massimo Bolzicco

Title: CEO of CiviESCO srl

Date:

Party 29: Zabala Innovation Consulting S.A.

Signature(s)

Name: Ainhoa Zabala

Title:

Date:

Party 30: Fraunhofer Gesellschaft zur Foerderung der Angewanten Forschung E.V.

Signature(s)

Name: Kathrin Werner & Dr Frauke Bronsema

Title:

Date:

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 3

As to FUNDACION TECNALIA RESEACRH & INNOVATION, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Expertise related to evaluate sustainability of technologies and refurbishment strategies with life cycle perspective at building and district level. Patxi Hernández Phd. Has developed the concept of “Life Cycle Zero Energy Buildings”.	For use within the ATELIER project only and unless published in a public forum/journal, not to be passed outside to third parties without explicitly granted permission.	Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms.
Expertise related to the evaluation of sustainability of energy technologies and policies. TECNALIA leads the Joint Programme “Economic, Environmental and Societal Impacts of Energy Policies and Technologies evaluated from a Life Cycle Perspective (E3S)” at the European Energy Research Alliance (EERA)	For use within the ATELIER project only, not to be passed outside	Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms
Expertise related to optimization of energy solutions based on knowledge developed on the following projects:	For use within the ATELIER project only, not to be passed outside.	Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from

<ul style="list-style-type: none"> - OPTEEMAL (www.opteemal-project.eu) - FASUDIR (www.fasudir.eu) 		<p>TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms</p>
<p>Sustainable Strategic Urban Planning methodology and indicators developed and selected within following projects:</p> <ul style="list-style-type: none"> - STEEP (www.smartsteep.eu) - CITYFIED (www.cityfied.eu) - ESSAI-URBAIN (www.essai-urbain.eu) - OPTEEMAL (www.opteemal-project.eu) - REPLICATE (www.replicate-project.eu) - MySMARTLife (www.mysmartlife.eu) - MATCHUP (www.matchup-project.eu/) - MAKING CITY (http://makingcity.eu/) 	<p>For use within the ATELIER project only, not to be passed outside.</p>	<p>Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms</p>
<p>General knowledge and expertise related to urban and building models using standards like CityGML, and IFC for building/cities design, construction and operation. Expertise in interoperability between different formats and applications knowledge developed in the following projects:</p> <ul style="list-style-type: none"> - OPTEEMAL (www.opteemal-project.eu) - FASUDIR (www.fasudir.eu) 	<p>For use within the ATELIER project only, not to be passed outside.</p>	<p>Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms</p>
<p>Expertise related to the design and simulation of energy technologies implemented at building and district level. Some of these technologies have already been implemented within NEST, ENERKAD and OPTEEMAL tool database.</p>	<p>For use within the ATELIER project only, not to be passed outside. Data will be made available if necessary upon written request to the partners dealing with related tasks, for the implementation of the project and have to be treated confidentially.</p>	<p>Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms</p>

General knowledge and expertise related to urban and building data models for Energy Efficiency solutions	For use within the ATELIER project only, not to be passed outside.	Access to TECNALIA's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from TECNALIA will require legal consent of the center and discussion of possible financial and/or copyright terms
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Party 6

This represents the status at the time of signature of this Consortium Agreement.

PARTY STICHTING WAAG SOCIETY

As to **Waag** is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project.

Describe Background	Specific limitations and/or conditions for implementation (Article Grant Agreement)	Specific limitations and/or conditions for exploitation (Article Grant Agreement)
<p>1. Towards socially inclusive and sustainable neighborhoods in European Cities.</p> <p>Publication on democratization of technology and leveraging Fab Lab and maker movement to allow local communities to play a more effective role in tomorrow's sustainable cities.</p> <p>See: https://blog.fab.city/towards-socially-inclusive-and-sustainable-neighbourhoodsin-european-cities-f0f5450c70a0m</p>	For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described background for all project partners.	Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and exploitation with Waag.
<p>2. A strategy for urban data</p> <p>Publication on how new design methods and data technologies can be optimally used for research and experimentation. In this report the idea of 'data commons' is being brought to the fore, suggesting inclusive production of, and access to, data by a</p>	For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described	Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and

<p>community that includes practitioners, researchers and citizens.</p> <p>See: https://waag.org/en/article/publication-strategy-urban-data</p>	<p>background for all project partners.</p>	<p>exploitation with Waag.</p>
<p>3. Chamber of Commons</p> <p>The Chamber of Commons brings to light the diversity of commons ideas and practices. Its mission is to raise public awareness on the commons, tickle the senses, and demonstrate new models through which the commons can address societal questions. These include tools for the analysis, design, and facilitation of commons-oriented initiatives.</p> <p>See: https://chamberofcommons.waag.org/</p>	<p>For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described background for all project partners.</p>	<p>Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and exploitation with Waag.</p>
<p>4. Citizen Sensing, A Toolkit</p> <p>Publication on how open-source software, open-source hardware, digital maker practices and open design can be used by local communities to make sense of their environments. The toolkit is developed in Making Sense.</p> <p>See: https://waag.org/sites/waag/files/2018-03/Citizen-Sensing-A-Toolkit.pdf</p>	<p>For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described background for all project partners.</p>	<p>Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and exploitation with Waag.</p>
<p>5. Co-creation navigator</p> <p>The co-creation navigator is an online tool for heritage professionals and other interested professionals (such as policy makers) to design a well thought out co-creation process. At each step of the process, the navigator provides tools, hands on materials and tips to create a cocreation trajectory that is truly open and sensitive to community voices. Developed in BigPicnic, Cities4People and MUV.</p> <p>See: https://ccn.waag.org</p>	<p>For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described background for all project partners.</p>	<p>Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and exploitation with Waag.</p>
<p>6. Start a movement, a co-creation journey</p> <p>Publication on co-creation, behavioural change and community building, using a workbook with concrete methods that help build inclusive and open collaborations. Developed in the projects Decarbonet and Big Picnic.</p> <p>See: http://waag.org/sites/waag/files/public/media/publications/big-picnic-co-creationjournal.pdf</p>	<p>For the duration of the ATELIER project, there are no specific limitations or conditions for implementation of the described background for all project partners.</p>	<p>Exploitation of the described background is not allowed without prior award of the relevant contract on IPR and exploitation with Waag.</p>
<p>7. Users as Designers</p> <p>A hands on approach to creative research – the publication highlights Waag’s co-creation philosophy</p>	<p>For the duration of the ATELIER project, there are no specific limitations or conditions for</p>	<p>Exploitation of the described background is not allowed without prior award of the</p>

and approach, detailing best practices and practical tools to use when facilitating a cocreation process. See: http://waag.org/sites/waag/files/public/Publicaties/Users_as_Designers.pdf	implementation of the described background for all project partners.	relevant contract on IPR and exploitation with Waag.
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Party 9

As to STEINBEIS INNOVATION GMBH, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
SEZ training methodologies in general	Steinbeis-Europa-Zentrum of the Steinbeis Innovation gGmbH hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by the institution other than that generated by the members of the "Steinbeis-Europa-Zentrum of the Steinbeis Innovation gGmbH" ATELIER team, who are directly involved in carrying out the Project, as well as all Background that has been and/or will be derived outside the Project.	Steinbeis-Europa-Zentrum of the Steinbeis Innovation gGmbH hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by the institution other than that generated by the members of the "Steinbeis-Europa-Zentrum of the Steinbeis Innovation gGmbH" ATELIER team, who are directly involved in carrying out the Project, as well as all Background that has been and/or will be derived outside the Project.
SEZ provides specific methodology as training content for exploitation workshops and roadmapping through feasible business cases	SEZ gives partners of ATELIER specific access to the relevant background for implementation within the project if necessary on a royalty free basis.	SEZ gives partners of ATELIER specific access to the related background for exploitation after the project's end if necessary on royalty based conditions (e.g. format of

		trainings)
SEZ provides specific methodology as training content for business development and for webinars with stakeholders	SEZ gives partners of ATELIER specific access where relevant to the related background for the implementation within the project if necessary on a royalty free basis	SEZ gives partners of ATELIER specific access where relevant to the related background for the implementation after the project's end if necessary on royalty based conditions (e.g. format of trainings)
SEZ provides specific methodology as training content for knowledge-transfer events	SEZ gives partners of ATELIER specific access where relevant to the related background for the implementation within the project if necessary on a royalty free basis	SEZ gives partners of ATELIER specific access where relevant to the related background for the implementation within the project if necessary on a royalty basis
SEZ Database of clients, networking contacts, technology watch	The data contained in Steinbeis Innovation gGmbH proprietary database are excluded from access rights as well as any other background knowledge that is restricted by other existing agreements and in accordance with the German Data protection Act.	The data contained in Steinbeis Innovation gGmbH proprietary database are excluded from access rights as well as any other background knowledge that is restricted by other existing agreements and in accordance with the German Data protection Act.

PARTY 16

As to UNIVERSIDAD DE LA IGLESIA DE DEUSTO, it is agreed between the Parties that, to the best of their knowledge (please choose)

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation (Article
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	(Article 25.2 Grant Agreement)	25.3 Grant Agreement)
GREENSOUL: Tools and methodologies that persuades users increasing their energy awareness and changing their energy consumption habits in public buildings facilitating the transition towards autonomous and efficient habits	NO	Fair and reasonable conditions
Waste management data integral analysis methodology: Methodology for technical and environmental assessment the of data regarding waste management service at local and regional level.	NO	Fair and reasonable conditions
GreenTravelling – PAES: models for large scale simulation and environmental impact simulation in the transport sector.	NO	Fair and reasonable conditions
Smart city simulator: agent based models for large scale smart city simulation.	NO	Fair and reasonable conditions
MASSHA: artificial intelligent based models of human behaviour.	NO	Fair and reasonable conditions
Methology and software application for the calculation of sustainability indicators	NO	Fair and reasonable conditions
SEPARA: definition and implementation of a data model and a set of KPIs for waste management.	NO	Fair and reasonable conditions
STLF: models for forecasting, imputation and pattern matching for short term time series.	NO	Fair and reasonable conditions
IMPONET: models for forecasting, imputation and pattern matching for short term time series in publisher subscriber middleware.	NO	Fair and reasonable conditions
CIUDADES AMIGABLES: tools for managing citizen science actions.	NO	Fair and reasonable conditions

PARTY 19

As to TELUR GEOTERMIA Y AGUA, S.A. it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

General know-how and expertise about Low temperature use of heat and Ground Thermal Energy Storage. Hibridation, Sybiosys and Integration of several sources in order to supply heating and cooling demands	Access rights for implementation will be granted under the conditions of this version of the C.A ...	Regarding the exploitation of results, a specific agreement between the parties must be negotiated aiming for a fair and reasonable conditions
General know-how and expertise about development of business cases for exploitation as and ESCO of 5G district heating and cooling based on GSHP. DHC management.	Access rights for implementation will be granted under the conditions of this version of the C.A ...	Regarding the exploitation of results, a specific agreement between the parties must be negotiated aiming for a fair and reasonable conditions
General know-how and expertise in developing 5G district heating and cooling using GSHP Neiker Arkaute project: GSHP and geothermal net in low temperature for several buildings	Access rights for implementation will be granted under the conditions of this version of the C.A ...	Regarding the exploitation of results, a specific agreement between the parties must be negotiated aiming for a fair and reasonable conditions
General know-how and expertise about the construction of the components that are part of the geothermal exchanger as collectors, pipe lines, chests	Access rights for implementation will be granted under the conditions of this version of the C.A ...	Regarding the exploitation of results, a specific agreement between the parties must be negotiated aiming for a fair and reasonable conditions

PARTY 25

As to Stichting Waternet it is agreed between the Parties that, to the best of their knowledge, Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Methology and models for the calculation, design and	No	Fair and reasonable conditions

implementation of separated black and grey waste water sewerage systems		
Knowledge and expertise related to vacuum sewer systems and appliances	No	Fair and reasonable conditions
Methology and models for the calculation, design and implementation of separated black and grey waste water treatment	No	Fair and reasonable conditions

This represents the status at the time of signature of this Consortium Agreement.

The following parties opted for option 2 in this Consortium agreement:

- Party 1 Gemeente Amsterdam
- Party 2 City of Bilbao
- Party 4 TNO
- Party 5 Cartif
- Party 7 Amsterdam University of Applied Science
- Party 8 Paul Scherrer Institute
- Party 10 City of Budapest
- Party 11 City of Matosinhos
- Party 12 City of Riga
- Party 13 City of Copenhagen
- Party 14 Bratislave City
- Party 15 City of Krakow
- Party 17 Cluster de Energia
- Party 18 Iberdrola
- Party 20 EVE
- Party 21 Spectral
- Party 22 Maanzaad
- Party 23 Edwin Oostmeijer
- Party 24 AMS
- Party 26 DNVGL
- Party 27 Greenchoice
- Party 28 Civiesco
- Party 29 Zabala
- Party 30 Fraunhofer

Option 2: No data, know-how or information of shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

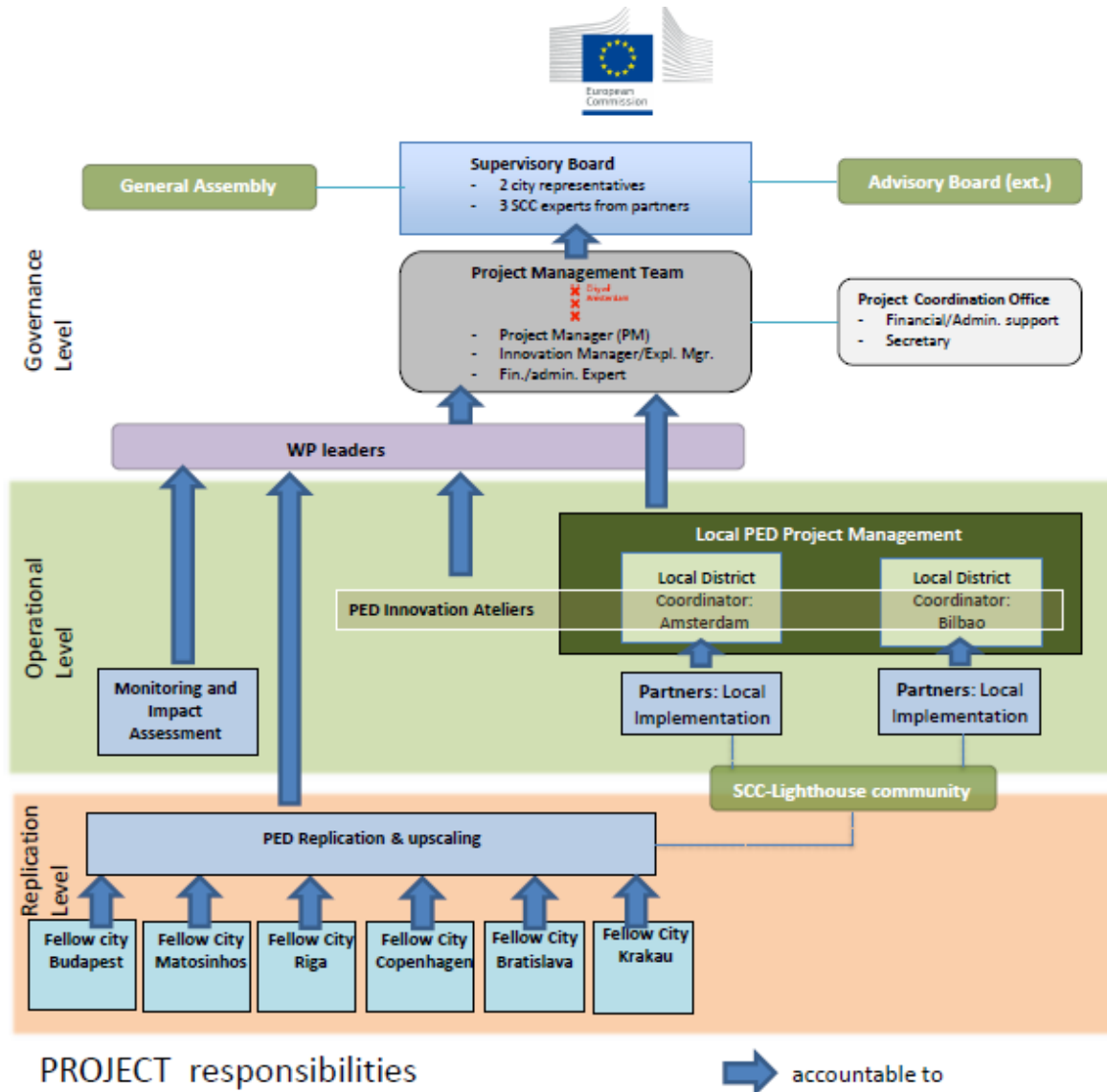
Title(s)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.]

[Option: Attachment 4: Identified Affiliated Entities according to Section 9.5]

Attachment 5 Governance structure

Checken en evt aanpassen



Attachment 6 Grant Agreement