

Decarb City Pipes 2050 Consortium Agreement

CONSORTIUM AGREEMENT

For Horizon 2020 PROJECT Decarb City Pipes 2050 – Transition Roadmaps to Energy Efficient, Zero-carbon Urban Heating and Cooling

GRANT AGREEMENT NUMBER: 893509

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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 July 2020, hereinafter referred to as the Effective Date.

BETWEEN:

1. UIV URBAN INNOVATION VIENNA GMBH (UIV), established in OPERNGASSE 17-21, WIEN 1040, Austria, VAT number: ATU42019604, represented for the purpose of signature of this Agreement by the Managing Directors Eugen ANTALOVSKY and Claus HOFER, the beneficiary acting as Coordinator of the consortium, (hereinafter "UIV") ("beneficiary no. 1")
2. STADT WIEN (Vienna), established in RATHAUS, WIEN 1082, Austria, VAT number: ATU36801500, represented for the purpose of signature of this Agreement by Bernd VOGL, Head of Department, the beneficiary acting as Partner of the consortium, ("beneficiary no. 2")
3. GEMEENTE ROTTERDAM, established in Coolsingel 40, 3011 AD, Rotterdam, the Netherlands, represented for the purposes of signature of this agreement by Mr Anton VAN DE CRAATS, Head of the Sustainability Division, the beneficiary acting as Partner of the consortium, ("beneficiary no. 3")
4. CITY OF DUBLIN ENERGY MANAGEMENT AGENCY LIMITED (Codema), established in The loft, 2-4 Crown Alley, Dublin 2, Ireland, represented for the purpose of signature to this Agreement by Donna GARTLAND, Chief Executive Officer, the beneficiary acting as Partner of the consortium, (hereinafter "Codema") ("beneficiary no. 4")
5. HLAVNÉ MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA, established in Primaciálne námestie 1, 814 99 Bratislava, Slovak Republic represented for the purpose of signature of this Agreement by Ing. Arch. Matúš VALLO, Mayor, the beneficiary acting as Partner of the consortium, (hereinafter "Bratislava") ("beneficiary no. 5")
6. AYUNTAMIENTO DE BILBAO, established in Uribitarte 18-4 DCHA, 48001 Bilbao, Spain, represented for the purpose of signature of this Agreement by Deputy Mayor Gotzone SAGARDUI, the beneficiary acting as Partner of the consortium, (hereinafter "Bilbao") ("beneficiary no. 6")
7. LANDESHAUPTSTADT MÜNCHEN (Munich), established in Burgstrasse 4, 80331 München, Germany, represented for the purpose of signature of this Agreement by Arne LORZ, Head of Department Urban Development Planning, the beneficiary acting as Partner of the consortium, (hereinafter "Munich") ("beneficiary no. 7")

8. STADT WINTERTHUR, established in Pionierstrasse 7, 8403 Winterthur, Switzerland, represented for the purpose of signature to this Agreement by Heinz WIHER, Head of Department, the beneficiary acting as Partner of the consortium, (hereinafter "Winterthur") ("beneficiary no. 8")
9. ENERGY CITIES/ENERGIE-CITES ASSOCIATION, established in Chemin de Palente 2, 25000 Besancon, France, represented for the purpose of signature to this Agreement by the Executive Director Claire ROUMET, the beneficiary acting as Partner of the consortium, (hereinafter "Energy Cities") ("beneficiary no. 9")
10. UNIVERSITEIT UTRECHT, a legal entity established under the laws of the Netherlands and governed by public law under section 1.8 of the Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek) and having its registered office at Heidelberglaan 8, 3584 CS Utrecht, the Netherlands, for the benefit of the Faculty of Geosciences represented for the purpose of signature to this Agreement by Prof dr. ir. W. HAZELEGER, dean of the Faculty of Geosciences, the beneficiary acting as Partner of the consortium, (hereinafter "Utrecht University") ("beneficiary no. 10")
11. HOGSKOLAN HALMSTAD, established in Kristian Ivs Vag 3, 30118 Halmstad, Sweden, represented for the purpose of signature to this Agreement by Vice-chancellor Stephen HWANG, the beneficiary acting as Partner of the consortium, (hereinafter "University Halmstad") ("beneficiary no. 11")

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Decarb City Pipes 2050 - Transition Roadmaps to Energy Efficient, Zero-carbon Urban Heating and Cooling

in short

Decarb City Pipes 2050

hereinafter referred to as "Project"

WHEREAS:

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. 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

“Background”

Background means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that: (a) is held by the Parties before they acceded to the Grant Agreement, and (b) is Needed to implement the action or exploit the results.

Background may take the form of information, inventions, databases, tangible assets, as well as IP rights, either owned (jointly or not) or held under a contract, such as through a licence agreement or material transfer agreement, before the Grant Agreement is signed.

“Confidential Information”

As used herein in this Agreement, shall mean such information and documentation as is made available for the Project work by the Parties including any data covered by privacy protection policies, financial information, business plans, and present and future products.

“Consortium Agreement”

Consortium Agreement (CA) means an internal agreement that Parties conclude among themselves for the implementation of the project. The agreement allows the Parties to determine the detailed administrative and management provisions (i.e. division of roles regarding the rights and responsibilities) necessary to carry out their project. This agreement cannot contradict or negate the provisions established by the GA or the Rules for Participation (RfP) set by the Commission. The European Union is not party to the CA.

“Consortium Body“:

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

“Defaulting Party”

Defaulting Party means a Party which the Steering Group 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.

"Funding Authority"

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

“Grant Agreement”

Grant Agreement (GA, Number 893509) means the contract concluded between the European Union (represented by the EASME/European Commission) and the beneficiaries (represented by the coordinator). Under this agreement, the beneficiaries commit themselves to a set of rights and obligations in return for the funding granted by the Commission.

“Intellectual Property Rights”

Intellectual property rights (IPR) are legal rights aimed at protecting the creations of the intellect, such as inventions, the appearance of products, literary, artistic and scientific works and signs, among others.

“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.

2. 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, where those are not sufficiently defined by the Grant Agreement and its Annexes.

3. Entry into force, duration and termination

3.1. Entry into force

Beneficiaries of the Grant Agreement 893509 become 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 Steering Group and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4. 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 non substantial 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 Steering Group, 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 Steering Group 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 in the following circumstances:

The Party is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or the Party suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the winding up, liquidation or dissolution of, the Party; or any liquidator, provisional liquidator, receiver or examiner is appointed to or in respect of the defaulting party or any of its assets.

The declaration as a Defaulting Party requires the breach to be substantial. In case a Party is in breach of its obligations, but not in substantial breach, the consortium may address the issue by reallocation of tasks as part of the next Consortium Plan or by finding other solutions.

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 specified in the Attachment 4 to this Agreement) 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.

It shall also be the responsibility of each Party to ensure compliance of its subcontractors and, or Affiliated Entities with the Grant Agreement and this Consortium Agreement.

5. Liability towards each other

5.1. No warranties

Each Party undertakes to perform its work at its own risk and under its sole liability and shall support all consequences in compliance with the provisions hereunder.

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 (incl. Results and Background), 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 or by a breach of confidentiality.

Subject to intention or gross negligence, the aggregate liability by each Party towards the other Parties is limited to the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability for death or personal injury or for any fraud or for any sort of liability that, by law cannot be limited or excluded.

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 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.

6. Governance structure

6.1. General structure

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

Steering Group as the ultimate decision-making body of the consortium with all partners. Each consortium member has one vote.

Management Team: as the supervisory body for the execution of the Project which shall report to and be accountable to the Steering Group. The Management Team consists of the Work Package (WP) Leaders and the Coordinator.

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.

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 and urgent meetings
Steering Group	At any time upon written request of the Management Team or 1/3 of the Members of the Steering Group
Management Team	At any time upon written request of any Member of the Management Team

Urgent meetings need a justification for the urgency.

6.2.2.2. Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting 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	Urgent meeting
Steering Group	45 calendar days	10 calendar days
Management Team	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.

Steering Group	21 calendar days, 5 calendar days for an urgent meeting
Management Team	3 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.

Steering Group	14 calendar days, 3 calendar days for an urgent meeting
Management Team	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 urgent 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 Steering Group 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.

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 severely 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.

6.2.5. 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.

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.

6.3. Specific operational procedures for the Consortium Bodies

6.3.1. Steering Group

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 Steering Group shall consist of one representative of each Party (hereinafter Steering Group Member).

6.3.1.1.2. Each Steering Group 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 Steering Group, unless decided otherwise in a meeting of the Steering Group.

6.3.1.1.4. The Parties agree to abide by all decisions of the Steering Group. 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 Steering Group 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 Management Team shall also be considered and decided upon by the Steering Group.

The following decisions shall be taken by the Steering Group:

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
- 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:

- Management Team Members

6.3.2. Management Team

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

6.3.2.1. Members

The Management Team shall consist of the Coordinator and Work Package Leaders.

The Coordinator shall chair all meetings of the Management Team, unless decided otherwise by a majority of two-thirds.

6.3.2.2. Minutes of meetings

Decisions of the Management Team are recorded in minutes. Minutes of Management Team meetings, once accepted, will be made available by the Coordinator at the cloud for information.

6.3.2.3. Tasks

6.3.2.3.1. The Management Team shall be responsible for

- preparing the meetings, proposing decisions and preparing the agenda of the Steering Group according to Section 6.3.1.2. and seeking a consensus among the Parties.
- the proper execution and implementation of the decisions of the Steering Group.
- monitoring the effective and efficient implementation of the Project and assessing the compliance of the Project with the Grant Agreement and its Annexes and for proposing modifications to the Steering Group.
- supporting the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables.
- preparing 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.

6.3.2.3.2. In the case of abolished tasks as a result of a decision of the Steering Group, the Management Team shall advise the Steering Group 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. The Coordinator will appoint internally a technical and administrative Project Manager.

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
- 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 Steering Group 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 Work Package Leader

The Work Package Leader shall be responsible for:

- leading the work performed in the Work Package, monitoring progress and ensuring that resources are allocated suitably and that deliverables are done in time and to the specified quality;
- submitting reports, deliverables and required information to the Coordinator and, where appropriate, to the Steering Group;
- chairing the Work Package meetings;
- initiating inter topical meetings whenever necessary for viable information exchange and issue solving.

7. 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 Grant Agreement and its Annexes,
- 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 Grant Agreement and its Annexes.

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 Annex 2 of the Grant Agreement or – in case of reimbursement via unit costs - implements less units than foreseen in the Annex 2 of the Grant Agreement 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 Annex 2 of the Grant Agreement will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

All Parties remain open to shifts of budgets to other tasks and/or to another Parties if this is overall clearly beneficial for the Project. Such shifts must be discussed within the Consortium and decisions recorded in writing.

7.1.4. Return of excess payments; receipts

7.1.4.1. In any case of a Party having received excess payments in relation to the estimated budget for the project as set out in Annex 2 to the Grant Agreement, 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 Annex 2 of the Grant Agreement, 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 Annex 2 of the Grant Agreement, 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 Annex 2 of the Grant Agreement 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:

The Coordinator will make all payments without unjustified delay after receipt of the accepted/rejected costs details from the Funding Authority. Payments will be made in accordance with the payment schedule. The payment schedule will be handled according to Article 21 of the Grant Agreement – Payments and Payment Arrangements.

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.

8. Results

8.1. Ownership of Results

According to Grant Agreement Article 26.1 Results are owned by the Beneficiary that generates them. In the current project, unless specified differently in writing, Results are owned by all Beneficiaries, in line with the spirit of the Project and the planned involvement of all Beneficiaries in almost all Work Packages.

8.2. Joint ownership

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

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial 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 compensation.

However whenever relevant, the joint owners shall, as soon as possible after the creation of the joint Results enter into a joint ownership management agreement to agree on all protection measures, ownership percentages and the division of related costs in advance.

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 Steering Group.

8.3.4. The Parties recognise 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 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 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 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.

News items or any other short articles about the Project are excluded from this permission procedure as well as Deliverables of the Project according to the Grant Agreement.

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.

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

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.

8.4.3. 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. For the avoidance of doubt, the mere absence of an objection in Section 8.4.2.1 is not considered as an approval.

8.4.4. 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.

8.4.5. Use of names, logos or trademarks

The Parties agree to always include a standard paragraph listing all Parties when communicating about the Project. In presentations, all Parties with their logos or trademarks are displayed on at least one page, respecting also the rules of Grant Agreement Article 29.4 Information on EU funding — Obligation and right to use the EU emblem.

Beyond communication about the Project, 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.

9. 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 Steering Group 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 Grant Agreement and its Annexes and shall bear sole responsibility for ensuring that it 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 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 Responsible 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 have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4., if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

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 Steering Group 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. 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 10 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 and superseding the provision of previous Paragraph 10.1;
- 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.

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 (subject always to the applicable law governing such disclosure) protect the confidentiality of the information.

11. 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)

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

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 or e-mail with recorded delivery 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 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 EU laws, supplemented where necessary by the laws of Belgium excluding its conflict of law provisions.

11.8. Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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

12. 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 on page 3 of this Agreement.

Decarb City Pipes 2050 Consortium Agreement

UIV URBAN INNOVATION VIENNA GMBH (UIV)

Date:

Signature(s):

Names:

Eugen ANTALOVSKY

Claus HOFER

Titles:

Managing Director

Managing Director

Decarb City Pipes 2050 Consortium Agreement

STADT WIEN (Vienna)

Date:

Signature:

Name: Bernd Vogl
Title: Head of Department Energy Planning

Decarb City Pipes 2050 Consortium Agreement

GEMEENTE ROTTERDAM

Date:

Signature:

Name: Mr Anton van de Craats
Title: Head of the Sustainability Division

CITY OF DUBLIN ENERGY MANAGEMENT AGENCY LIMITED

Date:

Signature:

Name: Donna Gartland
Title: Chief Executive Officer

HLAVNÉ MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA

Date:

Signature:

Name: Matúš Vallo
Title: Mayor

AYUNTAMIENTO DE BILBAO

Date:

Signature:

Name: Gotzone Sagardui
Title: Deputy Mayor

Decarb City Pipes 2050 Consortium Agreement

LANDESHAPUTSTADT MUENCHEN (Munich)

Date:

Signature:

Name: Arne Lorz
Title: Head of Department Urban Development Planning

Decarb City Pipes 2050 Consortium Agreement

STADT WINTERTHUR

Date:

Signature:

Name: Heinz Wiher
Title: Head of Department Energy Planning

ENERGY CITIES / ENERGIE-CITES ASSOCIATION

Date:

Signature:

Name: Claire Roumet
Title: Executive Director

UNIVERSITEIT UTRECHT

Date:

Signature:

Name: Prof. dr. ir. W. Hazeleger
Title: Dean of Faculty for Geosciences

HOGSKOLAN I HALMSTAD

Date:

Signature:

Name: Stephen Hhwang
Title: Vice-Chancellor

Decarb City Pipes 2050 Consortium Agreement

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.

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.

As to UIV URBAN INNOVATION VIENNA GMBH (UIV), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UIV 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.

As to STADT WIEN (City of Vienna), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Vienna 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.

As to GEMEENTE ROTTERDAM (City of Rotterdam), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Rotterdam 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.

As to CITY OF DUBLIN ENERGY MANAGEMENT AGENCY LIMITED (Codema), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Codema 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.

As to HLAVNÉ MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA (City of Bratislava), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Bratislava 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.

As to AYUNTAMIENTO DE BILBAO (City of Bilbao), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Bilbao 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).

As to LANDESHAUPTSTADT MUENCHEN (City of Munich), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Munich 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).

As to STADT WINTERTHUR (City of Winterthur), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Winterthur 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.

As to ENERGY CITIES / ENERGIES-CITES ASSOCIATION (Energy Cities), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Energy Cities 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.

As to UNIVERSITEIT UTRECHT (Utrecht University), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Utrecht University 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.

As to HOGSKOLAN I HALMSTAD (Halmstad University), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Halmstad University 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)

Decarb City Pipes 2050 Consortium Agreement

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

None.

Attachment 4: Identified Affiliated Entities according to Section 9.5

Stadtwerke München (STW) as linked third party to Landeshauptstadt München.