

Consortium Agreement



NEUTRALPATH

Final Version– 22/11/2022

(Based on DESC A – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 01st January 2023, hereinafter referred to as the Effective Date

BETWEEN:

1. **FUNDACION CARTIF** (hereinafter **CAR** or **Coordinator**), established in Parque Tecnológico de Boecillo parcela 205, 47151, Boecillo (Valladolid), Spain; duly represented by José R. Perán González, General Director
2. **FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS** (hereinafter **CIRCE**), established in Parque Empresarial Dinamiza. Avda. Ranillas 3D, 1^a Planta, 50018 Zaragoza, Spain; represented by Andrés Llombart Estopiñán, General Managing Director or his authorised representatives
3. **AYUNTAMIENTO DE ZARAGOZA** (hereinafter **AYZG**), established in Vía Hispanidad nº 20 - Edificio Seminario, 50009 – Zaragoza, Spain; duly represented by Jose Antonio Aranaz de Motta as Head of the Architecture and Equipment Conservation Service.
4. **SOCIEDAD MUNICIPAL ZARAGOZA VIVIENDA SL** (hereinafter **ZAVI**), established in San Pablo 61, 50003 Zaragoza, Spain; duly represented by José María Ruiz de Temiño Manager Director of Zaragoza Vivienda
5. **VEOLIA SERVICIOS LECAM SOCIEDAD ANONIMA UNIPERSONAL** (hereinafter **VEOLIA**), established in Calle Torrelaguna 60, 28043, Madrid, Spain; duly represented by Francisco Villalobos Lopez as CEO
6. **GIROA SOCIEDAD ANONIMA** (hereinafter **GIROA**), established in Camino Portuetxe, 53 A - Edificio Beiza, 2^a Planta, OF 201, 20018 Donostia-San Sebastian, Spain; duly represented by Ibon Cebas de Blas, Financial Director
7. **ONYX SOLAR ENERGY SL** (hereinafter **ONYX**), established in CALLE RIO CEA 1 NAVE H6 POLIGONO INDUSTRIAL, AVILA 05004, Spain; duly represented by Álvaro Beltrán Albarrán, CEO
8. **ITESAL S.L.** (hereinafter **ITESAL**), established in Polígono Industrial Calle G, 50750 Pina de Ebro (Zaragoza), Spain; duly represented by Armando Miguel Mateos Saralegui, General Director
9. **ARINO DUGLASS SA** (hereinafter **ARI**), established in Pol. Ind. Royales Bajos s/n 50171 La Puebla de Alfindén (Zaragoza), Spain; duly represented by Raimundo García-Figueras, CEO.
10. **SOCIEDAD ARAGONESA DE REHABILITACIÓN ENERGÉTICA** (hereinafter **SARE**), established in calle Predicadores 17, local, 50003, Zaragoza, Spain; duly represented by Sergio Espinosa Fernández as Director General.

11. **LANDESHAUPTSTADT DRESDEN** (hereinafter **DRESDEN**), established in Dr.-Külz-Ring 19, 01067 Dresden, Germany; duly represented by Dirk Hilbert, Mayor
12. **VONOVIA SE** (hereinafter **VNA**), established in Universitätsstraße 133, 44803 Bochum, Germany; duly represented by Stefan Ritter, head of energy
13. **SACHSENERGIE AG** (hereinafter **SNE**), established in Friedrich-List-Platz 2, 01069 Dresden, Germany; duly represented by Dr. Frank Brinkmann, Chair of board of directors and Dr. Axel Cunow, Board of directors
14. **TECHNISCHE UNIVERSITAET DRESDEN** (hereinafter **TUD**), established in Helmholtzstraße 10, 01069 Dresden, Germany; duly represented by Dr. Undine Krätzig, Chancellor
15. **WiD Wohnen in Dresden GmbH & Co. KG** (hereinafter **WiD**), established in Schützenplatz 14, 01067 Dresden, Germany; duly represented by Steffen Jäckel, Managing director of the general partner with full liability WiD Wohnen in Dresden Verwaltungs GmbH
16. **DE SURDURULEBILIR ENERJİ VE İNŞAAT SANAYİ TİCARET LİMİTED ŞİRKETİ** (hereinafter **DEM**), established in Koşuyolu Mah. Halili Sok. No:7 Kadıköy İstanbul, Turkey; duly represented by Meryem Esra Demir, Managing Partner
17. **İSTANBUL METROPOLİTAN MUNICIPALITY** (hereinafter **İMM**), established in Hacıahmet mahallesi Muhsin Yazıcıoğlu Cad. No:1 34440 Kasımpaşa Beyoğlu /İSTANBUL, Turkey; duly represented by Arif Gürkan Alpay, Deputy Secretary General
18. **STAD GENT** (hereinafter **Ghent**), established in Botermarkt 1, 9000 Gent, Belgium; duly represented by Tine Heyse, alderman.
19. **UNIVERSITEIT GENT – GHENT UNIVERSITY** (hereinafter **UGent**), public institution with legal personality, having its administrative offices in Belgium at B-9000 Gent, Sint-Pietersnieuwstraat 25, with registration number 0248.015.142; duly represented by prof. dr. Rik van de Walle, Rector, who entrusts the execution of the present Agreement to prof. dr. Arnold Janssens, department of Department of Architecture and Urban Planning
20. **VANTAAN KAUPUNKI** (hereinafter **Vantaa**), established in Asematie 7, 01710 Vantaa, Finland; duly represented by Katariina Rautalahti, Environmental Director
21. **FUNDACIÓN TECNALIA RESEARCH & INNOVATION** (hereinafter **TEC**), established in Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 700, Derio Bizkaia 48160, Spain; duly represented by José Luis Elejalde, Director of Energy, Climate Change and Urban Transition Unit
22. **THREE O'CLOCK** (hereinafter **3OC**), established in 15 Rue des Halles 75001 Paris, France; duly represented by Estibaliz Sanvicente Quintanilla, President.
23. **FONDAZIONE ICONS** (hereinafter **ICONS**), established in Piazza Della Vittoria 1, 26900 Lodi, Italy; duly represented by Mario Martinoli, President
24. **EUROCITIES ASBL** (hereinafter **EUROCITIES**), established in Square de Meeûs 1, 1000 Brussels, Belgium; duly represented by André Sobczak, Secretary General

25. **RINA CONSULTING SPA** (hereinafter **RINA-C**), established in Via Cecchi, 6 – 16129 Genova, Italy; duly represented by Donato Zangani, R&D Manager

hereinafter, jointly or individually, referred to as “Parties” or “Party” relating to the Action entitled

Pathway towards Climate-Neutrality through low risky and fully replicable Positive Clean Energy District

in short

NEUTRALPATH

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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 Granting 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 Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) 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.

“Granting 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.

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.

3 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.

An entity becomes a new 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 Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated. If this termination is due to a political, court or authority decision, or if the Party finds, that a task does not receive the foreseen financial support or the consent of the Party's boards or its stakeholders. The Party may propose to terminate its participation in the project in writing given three (3) months' notice to the Coordinator confirming that they will return the excess payments received immediately upon Project Coordinator's request. If the Party becomes aware of these facts during the first half of the Concept Phase, i.e. by 01st October, 2023, and has not used funds for the specified task by that time, the Party shall also not become a Defaulting Party pursuant to Section 7.1.6 of this Consortium Agreement. The Party shall be able to elaborate an amendment to the Grant Agreement, subject to approval by the General Assembly and the Granting Authority, in order to allow the Project proceed in line with their goals by adapting the task in another geographical location, in an adjusted scale or with another technical solution not foreseen in Annex 1 of the Grant Agreement.

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

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 Project 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 necessary 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. The Parties do not undertake that any research will lead to any particular results, nor do the Parties guarantee a successful outcome of the Project.

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of 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 and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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 the General Assembly 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 or other Participants) 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. Such Party 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, inter alia, regarding Background and Results the other Parties' Access Rights are the same as would have been the case had the contracting Party performed its share of the Project and/or those obligations itself and that third Party shall not have access to any other Party's Results or Background without the owner Party's prior written consent. Each third Party is bound by the confidentiality and non-disclosure provisions of this Agreement, and should sign a non-disclosure agreement (hereafter "NDA"), being its terms shall be not less stringent than those stipulated in Section 10 of this Agreement.

4.4 Specific responsibilities regarding personal data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws, such as Regulation EU 2016/679 (most known as General

Data Protection Regulation or GDPR) or national data protection law, within the scope of the performance and administration of the Project (compliant with article 15 of the Grant Agreement).

Each Party will act as individual data controller in order to facilitate the formalization and management of the contractual relationship between them. The Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

Personal data of employees, collaborators and in any case of any subject operating in the name and on behalf of each Party (name, company e-mail address, etc.), shall be processed by the other Party solely for purposes strictly related and functional to the establishment and execution of the contractual relationship governed by this Agreement, as well as to fulfil any legal or regulatory obligations. Personal data will be kept for the period strictly necessary to adapt to the purpose of the processing and, where necessary, during the additional period necessary to comply with the legal obligations of the Parties. Personal data will only be communicated to third parties and/or public bodies necessary to comply with legal obligations.

Each Party is responsible for complying with the obligations arising therefrom, adopting the appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The Parties agree to involve personnel in data processing that are trained and instructed to ensure the adequate security and confidentiality of the personal data processed.

In case that an international data transfer will be required between a EU party of the consortium and a non-EU party it will be applicable the standard contractual clauses approved by the European Commission foreseen in Chapter V of the GDPR.

5 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 entities under the same control) 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, except in case of breach of confidentiality.

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.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or to the extent that such limitation is not permitted by law.

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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly. The Party that is prevented from fulfilling its tasks may retain the funding for the tasks, or parts thereof, that it has already duly completed and approved by the Granting Authority, but must repay excessive payments.

5.5 Export control

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 due to a 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 authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly. The Party that is prevented from fulfilling its tasks may retain the funding for the tasks, or parts thereof, that it has already duly completed and approved by the Granting Authority, but must repay excessive payments.

The Parties shall adhere to all applicable export control laws and regulations, including Regulation (EU) 2021/821 of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, and inform each other if goods, software or technology are affected by export control laws and regulations. The export of goods, software or technology to third parties outside the European Union may be subject to an export license provided by the relevant authority.

6 Governance structure

6.1 General structure

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

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

- The 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 as the legal entity acting as the intermediary between the Parties and the Granting 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 appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any 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 request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	At least quarterly	At any time upon request of any Member of the Steering Committee

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice 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	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 an 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 notice 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 tele- or videoconference, 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 6.2.5.2.

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 2/3 of the votes cast, excluding abstentions.

The Coordinator shall inform all the Parties of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly in meetings 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 is 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 Party 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 Party may only veto such a decision during the meeting.

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after written notice 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 the Parties.

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 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 receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes by written notice.

6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

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 from exercising their veto rights, according to Section 6.2.4.1, or from submitting 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 Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control according to Section 9.5)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project 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 Project and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting 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
- Advisory Board 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 Coordinator and the representatives of the Parties appointed to it by the General Assembly.

The Coordinator 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 Granting 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 Granting Authority in respect of the procedures of the Grant Agreement Article

17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8.4 of this Consortium Agreement.

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 any prior legitimate commitments which cannot be cancelled.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting 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 under this Consortium Agreement and the Grant Agreement
- 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 Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- 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 Granting Authority in time.

6.4.3

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Granting 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 Advisory Board (AB)

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, acting on behalf of them the Coordinator, and each AB member. By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a NDA with each member of the AB, in order to protect Confidential Information disclosed by any of the Parties to any member of the AB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the AB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5. *As for UGent*, the validity of any NDA thus executed in its name by the Coordinator shall be confirmed in writing by its legal representative.

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/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and submit them to the General Assembly. The AB members shall be allowed to participate in General Assembly meetings upon invitation, but have not any voting rights.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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 (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting 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 Granting 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 units/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 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 calendar days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

7.1.5 Revenue

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

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

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, 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 the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task 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

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism (5%) and for the final payment (10%). This means that no Party will receive more than 85% of its total maximum EU contribution before the assessment and payment of the final reporting period of the project by the Granting Authority.

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1 and Article 7 of the Grant Agreement following this payment schedule:

1. Initial prefinancing instalment

Each Party will receive a pre-financing instalment at the beginning of the Project. The amount of this prefinancing payment will be calculated as follows:

*Pre-financing first instalment = (Amount of total pre-financing minus contribution to the Mutual Insurance Mechanism [MIM]) * partner share of the total funding (%) * 50%.*

2. Further prefinancing instalments

Further prefinancing instalments will be paid to each Party after receipt by the Project Coordinator of their respective technical and financial progress report due in months 6 (internal report) and 12 (internal report).

Each one of these two "further pre-financing instalments" are fixed amounts calculated as: *(Amount of total pre-financing minus contribution to MIM) x partner share of the total funding (%) x 25%.*

In justified cases (such as investments), the submission of internal reports, and the linked prefinancing instalments, can be anticipated.

No Partner is entitled to receive as prefinancing more than their corresponding total prefinancing amount: *(Amount of total pre-financing minus contribution to MIM) x partner share of the total funding (%).* This includes all pre-financing payments received under point 1 above and point 2.

3. Interim payments

Interim payment amount will be distributed according to the costs reported and accepted by the Granting Authority and according to the total interim payment received by the Coordinator. Interim payments received from the Granting Authority will be paid in full to Parties according to the costs accepted by the Granting Authority for the relevant period, taking into account the limits defined within Article 7.2.1 of this CA. The interim payments correspond to the project Periodic Reports identified in the Grant Agreement, except for the final one (covered under the following section).

4. Final payment

A final payment will be issued to all Parties after the successful conclusion of the Project, calculated as the difference between the amount already paid to the Party as pre-financing and interim payments and the total eligible costs of the Party as defined in the Consortium Budget. Only those eligible costs approved by the Granting Authority and actually paid to the Project Coordinator will be reimbursed. The final payment will also include if applicable the payment of the 10% retention due to the interim payment ceiling and the 5% of the contribution to the MIM (in line with the payment of the balance as defined in the article 22.3.4 of the Grant Agreement). The Coordinator shall without undue delay make all payments after receipt of funds from the Funding Authority and gathering the corresponding payment request forms with up-to-date bank account information.

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 Party 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

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

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 at least 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, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including 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 Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 15 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, or

- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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.

8.4.2.4

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, provided that the objections of the objecting Party have been addressed.

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.

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense 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.

The Parties hereby acknowledge that the Project is the subject of a doctoral research at some of the research institutions involved in this Project and that for this reason, (intermediate) Publication of the Results is essential to the doctoral researcher(s) involved. The Parties will therefore regularly confer about the possibility of publishing (intermediate) Project Results. However, notwithstanding a timely communication of an objection in accordance with section 8.4.2.2 above, the doctoral researcher will at all times be able to present and defend his doctoral paper (thesis) in accordance with applicable examination decrees and regulations. Upon receipt of an objection, the Parties will confer on the appropriate measures to be taken to ensure proper confidentiality of the objecting Party's Confidential Information and/or Results which such Party wishes to remain confidential. These measures may include the execution of appropriate non-disclosure agreements by the members of the jury, the presentation behind closed doors of the doctoral paper and/or an embargo on the public availability of the doctoral paper in the research institutions' public and scientific libraries.

8.4.5 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.

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 additional Background to Attachment 1 during the Project provided they give 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 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 and for teaching 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, shall be granted on Fair and Reasonable conditions, unless otherwise agreed for Background in Attachment 1.

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 entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control 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 entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

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

9.8.1 Definitions relating to Software

"Application Programming Interface" or "API"

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled License Terms" means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

“Object Code” means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

“Source Code” means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

In case of an approved introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.5 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

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, during and for a period of 5 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 or to keep copies of electronically exchanged Confidential Information made as a matter of routine information technology back-up that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

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 of Section 10.7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential unless otherwise regulated under the respective applicable law

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 Recipient shall promptly inform the relevant Disclosing Party by written notice 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 Recipient 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.

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 entities under the same control according to Section 9.5)
- Attachment 5 (NDA for Advisory Board agreed under Section 6.5)

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 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

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 the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavour 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 by the courts of Brussels. 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.

1. CAR

Signature:

Name: José R. Perán

Title: General Director

Date

2. CIRCE

Signature:

Name: Andrés Llombart Estopiñán

Title: General Managing Director or his authorised representatives

Date

3. AYZG

Signature:

Name: Jose Antonio Aranaz de Motta

Title: Head of the Architecture and Equipment Conservation Service

Date

4. ZAVI

Signature:

Name: José María Ruiz de Temiño

Title: Manager Director of Zaragoza Vivienda

Date

5. VEOLIA

Signature:

Name: Francisco Villalobos López

Title: CEO

Date

6. GIROA

Signature:

Name: Ibon Cebas de Blas

Title: Financial Director

Date

7. ONYX

Signature:

Name: Álvaro Beltrán Albarrán

Title: CEO

Date

8. ITESAL

Signature:

Name: Armando Miguel Mateos Saralegui

Title: General Director

Date

9. ARI

Signature:

Name: Raimundo García-Figueras

Title: CEO

Date

10. SARE

Signature:

Name: Sergio Espinosa Fernández

Title: Director General

Date

11. DRESDEN

Signature:

Name: Dirk Hilbert

Title: Mayor

Date

12. VNA

Signature:

Name: Stefan Ritter

Title: Head of energy

Date

13. SNE

Signature:

Name: Dr. Frank Brinkmann

Title: Chair of board of directors

Date

*

Signature:

Name: Dr. Axel Cunow

Title: Board of directors

Date

14. TUD

Signature:

Name: Dr. Undine Krätzig

Title: Chancellor

Date

15. WiD

Signature:

Name: Steffen Jäckel

Title: Managing director of the general partner with full liability WiD Wohnen in Dresden Verwaltungs GmbH

Date

16. DEM

Signature:

Name: Meryem Esra Demir

Title: Managing Partner

Date

17. IMM

Signature:

Name: Arif Gürkan Alpay

Title: Deputy Secretary General

Date

18. GHENT

Signature:

Voor de Stad

Mieke Hullebroeck
Algemeen Directeur

Tine Heyse
Schepen van Milieu, Klimaat en
Wonen

19. UGENT

Signature:

Name: Prof. dr. Rik Van de Walle

Title: Rector

Date

For acknowledgement and approval

Signature:

Name: Prof. dr. Arnold Janssens

Title: Professor of department of Department of Architecture and Urban Planning

Date

20. VANTAA

Signature:

Name: Katariina Rautalahti

Title: Environmental Director

Date

21. TEC

Signature:

Name: José Luis Elejalde

Title: Director of Energy, Climate Change and Urban Transition Unit

Date

22. 30C

Signature:

Name: Estibaliz Sarvicente Quintanilla

Title: President

Date

23. ICONS

Signature:

Name: Mario Martinoli

Title: President

Date

24. EUROCITIES

Signature:

Name: André Sobczak

Title: Secretary General

Date

25. RINA-C

Signature:

Name: Donato Zangani

Title: R&D Manager

Date

Attachment 1: Background included

Met opmerkingen [MDMR1]: mandatory choose your background. Option 2 applicable by default.

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is held by the beneficiaries before they acceded to the Agreement and 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 1

As to **CARTIF**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Knowledge about Climate City Contract developed inside NetZeroCities (GA n. 101036519)	For use only inside the Project, not to be used outside	Subject to a previous agreement about the financial and intellectual property conditions
Modules owned by CAR developed inside OptEEmAL project (GA n. 680676)	For use only inside the Project, not to be used outside	Subject to a previous agreement about the financial and intellectual property conditions
Evaluation framework developed inside mySMARTLife project (GA n. 731297)	For use only inside the Project, not to be used outside	Subject to a previous agreement about the financial and intellectual property conditions
Methodology for the design and evaluation of PEDs developed in MAKING-CITY (GA n. 824418) and ATELIER (GA n. 864374)	For use only inside the Project, not to be used outside	Subject to a previous agreement about the financial and intellectual property conditions

<p>PED replication tool that is derived from the methodology developed in MAKING-CITY (GA n. 824418) and ATELIER (GA n. 864374) above mentioned</p>	<p>For use only inside the Project, not to be used outside</p>	<p>Subject to a previous agreement about the financial and intellectual property conditions</p>
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 2

As to CIRCE, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>25 kW SiC four-legs bidirectional AC/DC: tri-phase grid filter, power board and associated gate drivers control board</p>	<p>Subject to Confidentiality Agreements with partners. This know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by CIRCE.</p>	<p>Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.</p>
<p>12.5 kW SiC bidirectional DC/DC: power board and associated gate drivers control board</p>	<p>Subject to Confidentiality Agreements with partners. This know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by CIRCE.</p>	<p>Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.</p>
<p>Carrier Control DSP for control board digital and analog</p>	<p>Subject to Confidentiality Agreements with partners. This</p>	<p>Subject to Confidentiality Agreements. This Background</p>

signals adaptation for communication uses.	know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by CIRCE.	shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.
Protocol board for CHAdEMO, CCS and OCPP communication.	Subject to Confidentiality Agreements with partners. This know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by CIRCE.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.
District level energy monitoring platform	Subject to Confidentiality Agreements with partners. This know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by CIRCE.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.

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

PARTY 3

As to AYZG, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of AYZG is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 4

As to ZAVI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ZAVI is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 5

As to VEOLIA, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
HUBGRADE energy data from Veolia energy services contracts and HUBGRADE analysis procurement	Only for NEUTRALPATH purpose	Only for NEUTRALPATH purpose

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

PARTY 6

As to GIROA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of GIROA is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 7

As to ONYX, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Onyx counts on a proven and unique know-how in the laminations of PV glazing material including but not limited to: XL- BIPV units, curved BIPV units, formats, shapes, colours, customized products in both, crystalline and thin film technologies.	Subject to Confidentiality Agreements with partners. This know-how shall only be used in the implementation of the WPs and within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by Onyx.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.
Onyx counts on a proven and unique know-how in the development of active-passive multifunctional PV materials for the Green Building Industry.	Subject to Confidentiality Agreements with partners. This know-how shall only be used in the implementation of the WPs and within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by Onyx.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.
Information regarding ONYX business model and value proposition utilized in BIPV.	Subject to Confidentiality Agreements with partners. This know-how shall only be used in the implementation of the WPs and within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by Onyx.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.

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

PARTY 8

As to ITESAL, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ITESAL is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 9

As to ARI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ARI is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 10

As to SARE, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Patent number ES1244254U (insulation material for construction) granted by the Spanish authority (OEPM)	Subject to a previous agreement with SARE about the financial and intellectual property conditions	Subject to a previous agreement with SARE about the financial and intellectual property conditions

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

PARTY 11

As to DRESDEN, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of DRESDEN is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 12

As to VNA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of VNA is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 13

As to SNE, 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:

Met opmerkingen [MDMR2]: SNE Is there the need to differentiate this between the SNE-group? Thus, on table Option 1 for each Affiliated Third Party? **CARTIF** As you prefer. It can be included a unique table but fixing in the description of the background the specific affiliated entity that owns it

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Provision of data concerning energy consumption (electricity, natural gas, heat, metering data)	Aggregated/ blockwise form complying the German Energy Industry Act (EnWG, § 6a)	Aggregated/ blockwise form complying the German Energy Industry Act (EnWG, § 6a)
Specific knowledge and patents related to load and billing management of charging stations for electric vehicles and distribution-grid-operation. SNE-group is DSO and responsible for the management of charging stations and billing management for EV’s. There is	For use within the NEUTRALPATH project only and unless published in a public forum/journal, not to be passed outside to third parties without explicitly granted permission. Any information used in the project/ by partners has to comply the German Energy Industry Act (EnWG, § 6a)	Access to SNE’s background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from SNE will require legal consent and discussion of possible financial and/or copyright terms. Any information used in the project/ by partners has to

<p>some relevant expertise by applying and developing this technologies in the own fleet for several years. SNE-group is currently cooperating with other industrial partners to integrate new regulatory requirements.</p>		<p>comply the German Energy Industry Act (EnWG, § 6a)</p>
<p>General knowledge concerning the interaction with existing CHP plants and solar thermal systems and large thermal storage. SNE is carrying out projects to decarbonise the central district heating grid and integrate RES into the District-heating-system.</p>	<p>For use within the NEUTRALPATH-project only and unless published in a public forum/journal, not to be passed outside to third parties without explicitly granted permission.</p>	<p>Access to SNE's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from SNE will require legal consent and discussion of possible financial and/or copyright terms.</p>
<p>General knowledge concerning the coupling of sectors electricity, DH and temporal postponing of DH supply temperatures. Revelant SNE's expertise was developed/ can be derived from several previous projects with or without funding and with specific nondisclosure agreements between the partners involved.</p>	<p>For use within the NEUTRALPATH-project, not to be passed outside to third parties without explicitly granted permission.</p>	<p>Access to SNE's background for exploitation purposes and foreground actions undertaken by beneficiaries distinct from SNE will require legal consent and discussion of possible financial and/or copyright terms.</p>

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

PARTY 14

As to **TUD**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Technische Universität Dresden is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 15

As to WiD, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of WiD is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 16

As to DEM, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
DEM will be providing a methodology and know-how for calculating and including Scope 1 and Scope 2 emissions by DECarbon Tool. Scope 3 emissions (mostly involving inputs/outputs of the urban economy) will be added to the methodology and tool.	Subject to Confidentiality Agreements with partners. This know-how shall only be used within this project, and under no circumstances can be disclosed to third parties unless previous writing consent by DEM.	Subject to Confidentiality Agreements. This Background shall not be used unless an exploitation agreement is previously signed. This agreement will reflect the conditions on which royalties are provided.

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

PARTY 17

As to IMM, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of IMM is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 18

As to Ghent, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Ghent is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 19

As to UGent, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Energy retrofit advice tool	Access Rights are not Needed for tasks not executed by the party UGent. Shall only be used by UGent, No Access Rights for other parties.	No Access Rights can be granted.
Data and databases related to the energy retrofit advice tool	Access Rights are not Needed for tasks not executed by the party UGent. Shall only be used by UGent, No Access Rights for other parties.	No Access Rights can be granted.

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

PARTY 20

As to VANTAA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of VANTAA is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 21

As to TEC, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>General knowledge and expertise related to urban planning:</p> <ul style="list-style-type: none"> • Integration of the demographic challenge in the urban planning tools and processes. • Governance, management and financing models for urban transformation processes. • Identification, gathering and processing of existing information sources in the urban context about population, housing, accessibility, urban services, mobility, and other. 	<p>For use within the NEUTRALPATH Project only, not to be passed on 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 company and discussion of possible financial terms or copyright terms.</p>

<ul style="list-style-type: none"> Urban KPIs design and generation. <p>Design and management of demonstration/ lighthouse projects for urban transformation.</p>		
<p>DACAIN: QGIS Plugin to systematize city data processing at an intra-urban scale, including cadastral data processing, consisting of three independent modules: Data management, Cadasters and Integration.</p> <p>Registered at the US Copyright Office with number TXu 2-208-082</p>	<p>For use within the NEUTRALPATH Project only, not to be passed on 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 company and discussion of possible financial terms or copyright terms.</p>
<p>CITYMIRROR: SW tool for automated generation of urban 3D models (CityGML) with the required semantic information, using different existing data sources (such as: cadaster, LiDAR or utility networks.)</p> <p>Registered at the US Copyright Office with number TXu 2-185-581</p>	<p>For use within the NEUTRALPATH Project only, not to be passed on 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 company and discussion of possible financial terms or copyright terms.</p>
<p>CITYMIRROR VIEWER: Web 3D based tool for geospatial visualization of urban 3D models on a web browser without plugins The viewer has different functionalities that allow to analyzing the spatial distribution of the model data.</p> <p>Registration requested at the US Copyright Office with number 1-8555649887</p>	<p>For use within the NEUTRALPATH Project only, not to be passed on 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 company and discussion of possible financial terms or copyright terms.</p>
<p>Expertise related to the design and simulation of energy technologies implemented at</p>	<p>For use within the NEUTRALPATH Project only, not</p>	<p>Access to TECNALIA's Background for exploitation purposes and foreground</p>

building and district level. Some of these technologies have already been implemented within NEST, ENERKAD and OPTHEMAL tool database.	to be passed outside the consortium.	actions undertaken by beneficiaries distinct from TECNALIA, will require legal consent of the company and discussion of possible financial terms or copyright terms.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 22

As to 3OC, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Collaborative and participatory Design workshops methodology by Three o'clock	No access to the complete internal methodology description	No access to the complete internal methodology description
Sprintbox by Three o'clock: box providing tools, resources and goodies to support innovation workshops in coming up with the best ideas	No access to the complete internal methodology description	No access to the complete internal methodology description

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

PARTY 23

As to ICONS, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>Fondazione ICONS proprietary monitoring model to assess EU projects’ communication impacts, including outreach and engagement indexes (PEI – Publication Engagement Index, SEI – Social Engagement Index, WEI – Website Engagement Index, EEI-Event Engagement Index, WEEI –Webinar Engagement Index, and CEI – Community Engagement Index, representing the integrated impact of all communication and dissemination activities) and ICONS Communication Effectiveness Quadrants</p>	<p>Access Rights to Background is only granted to the extent that it is needed for implementation of the action and subject to terms and conditions in existing third-party agreements that may prohibit grant of Access Rights in the Project</p>	<p>Access Rights to Background is only granted to the extent needed for the exploitation within the project lifetime.</p> <p>After project completion, access to Fondazione ICONS’s background will not be granted to the action beneficiaries, the only exception being defined through ad hoc negotiation of access terms and modalities with Fondazione ICONS.</p>

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

PARTY 24

As to EUROCITIES, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of EUROCITIES is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 25

As to RINA-C, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Tools, know-how and models for exploitation, cost-modelling and business modelling of PCED solutions	Access Rights to Background is only granted to the extent that is needed for the implementation of the action.	The access to this background is subject to legal conditions or limits and cannot be granted on a royalty-free basis. RINA-C reserves the right to assess these conditions on a case-by-case basis.

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

Affiliated entity (AE) of VNA	Country	Nature of the link	Legal address
Vonovia Energie Service Gesellschaft	DE	Affiliated entity of VNA	Universitätsstrasse 133, D-44803 Bochum

Affiliated entity (AE) of SNE	Country	Nature of the link	Legal address
SACHSENNETZE HS.HD GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Rosenstraße 32 01067 Dresden Germany
DREWAG STADTWERKE DRESDEN GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Friedrich-List-Platz 2 01069 Dresden Germany
SACHSENNETZE GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Rosenstraße 32 01067 Dresden Germany

Attachment 4: Identified entities under the same control according to Section 9.5

Affiliated entity (AE) of VNA	Country	Nature of the link	Legal address
Vonovia Energie Service Gesellschaft	DE	Affiliated entity of VNA	Universitätsstrasse 133, D-44803 Bochum

Affiliated entity (AE) of SNE	Country	Nature of the link	Legal address
SACHSENNETZE HS.HD GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Rosenstraße 32 01067 Dresden Germany
DREWAG STADTWERKE DRESDEN GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Friedrich-List-Platz 2 01069 Dresden Germany
SACHSENNETZE GMBH	DE	Subsidiary of the SNE, part of the SNE -Group	Rosenstraße 32 01067 Dresden Germany

Attachment 5: NDA for Advisory Board agreed under Section 6.5

Met opmerkingen [MDMR3]: Check content CARTIF acting on behalf the whole consortium. Based on section 7 of this CA

This Non-Disclosure Agreement (the "NDA") entered into force on **day month year** between

XXXX with tax identification number xxxx/social insurance number and birthday date

and

José R. Perán, General Director of Fundación CARTIF acting on behalf of the consortium members of the NEUTRALPATH Project (the "Project") as foreseen in section 6.5 of the Consortium Agreement.

Whereas

XXX, acting as a member of the Advisory Board of the Project **and serving as professional belonging to the entity xxxx** agree to respect, in its entirety, the confidentiality of information concerning the NEUTRALPATH Project. Consistent with this:

1. All information in whatever form or mode of communication, which is disclosed by a consortium member of the Project (the "Disclosing Party") to the Advisory Board member (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 considered as "Confidential Information".

2. The Recipient hereby undertakes, in addition and without prejudice to any commitment on non-disclosure under this NDA, during and for a period of 5 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 Recipient including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient 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 or to keep copies of electronically exchanged Confidential Information made as a matter of routine information technology back-up that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

Met opmerkingen [TUD4]: TUD It is important to implement, since no one can easily delete such information stored in a back-up.

3. The Recipient shall be responsible for the fulfilment of the above obligations regarding the Project and shall ensure that she/he remains so obliged, as far as legally possible, during and after the end of the Project.

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 or the Consortium Agreement of the Project;
- 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 of clause 7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential.

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

6. Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

7. If the Recipient becomes aware that she/he 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, she/he 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.

8. Additional amendments to this NDA shall be made in writing. This NDA shall be construed and interpreted by the Belgian law. The court of Brussels shall have exclusive jurisdiction.

9. Any Confidential Information, including any samples or materials, is provided "as is". No warranties, express or implied, are given or liabilities of any kind are assumed with respect to such Confidential Information, including, but not limited to, accuracy, reliability, novelty, completeness, correctness, fitness for any particular purpose or non-infringement of third party's rights.

10. The Recipient will be solely responsible for the performance of the purpose hereunder and its use of the Confidential Information thereto. The Disclosing Party will not be liable to the Recipient for any damages incurred by the Recipient in connection with such use of Confidential Information.

11. The Recipient will defend, indemnify and hold the Disclosing Party and the Disclosing Party's officers, directors, employees, agents and advisors harmless from any loss, claim of liability, damages, expenses including attorneys' fees (collectively "Losses") relating to or arising out of the Recipient's use,

storage, transport or disposal of any samples or materials transmitted, except to the extent that such "Losses" relate to or arise out of gross fault or wilful misconduct of the Disclosing Party.

Met opmerkingen [MDMR5]: ugent

Insert name AB member
Signature xxx
Done at place on date

José R. Perán
General Director of Fundación CARTIF
Done at place on date