

SEVENTH FRAMEWORK PROGRAMME



Consortium Agreement

***“European cities serving as Green Urban Gate
towards Leadership in sustainable Energy”***

- EU – GUGLE -

Proposal: 314632

Version	Date	Comments	Author
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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement, adopted on 10 April 2007 hereinafter referred to as the Grant Agreement and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the Grant Agreement and is made on [2013-04-01], 1st April 2013, hereinafter referred to as "Effective Date"

BETWEEN:

1. FUNDACION CENER-CIEMAT, the coordinator, hereinafter referred to as "CENER", represented for the signature of this contract by its authorised representative
2. MAGISTRAT DER STADT WIEN, hereinafter referred to as "VIE", represented for the signature of this contract by its authorised representative
3. UNIVERSITAET FUER BODENKULTUR WIEN hereinafter referred to as "BOKU", represented for the signature of this contract by its authorised representatives
4. STADT AACHEN, hereinafter referred to as "AA", represented for the signature of this contract by its authorised representatives
5. STADTWERKE AACHEN AKTIENGESELLSCHAFT, hereinafter referred to as "STAA", represented for the signature of this contract by its authorised representatives
6. GEWOGE AG, hereinafter referred to as "GEWOGE", represented for the signature of this contract by its authorised representatives
7. TAMPEREEN KAUPUNKI, hereinafter referred to as "TAM", represented for the signature of this contract by its authorised representatives
8. TEKNOLOGIAN TUTKIMUSKESKUS VTT, hereinafter referred to as "VTT", represented for the signature of this contract by its authorised representatives
9. HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA, hereinafter referred to as "BRA", represented for the signature of this contract by its authorised representatives
10. TECHNICKY A SKUSOBNY USTAV STAVEBNY n.o., hereinafter referred to as "TSUS", represented for the signature of this contract by its authorised representative
11. SLOVENSKA RADA PRE ZELENE BUDOVY, hereinafter referred to as "SKGBC", represented for the signature of this contract by its authorised representatives
12. COMUNE DI MILANO, hereinafter referred to as "MIL", represented for the signature of this contract by its authorised representative
13. AZIENDA LOMBARDA EDILIZIA RESIDENZIALE MILANO, hereinafter referred to as "ALER", represented for the signature of this contract by its authorised representatives
14. POLITECNICO DI MILANO, hereinafter referred to as "PolIMI", represented for the signature of this contract by its authorised representative Fabio Inzoli
15. SESTAO BERRI 2010 SOCIEDAD ANONIMA, hereinafter referred to as "SES", represented for the signature of this contract by its authorised representatives Luis Carlos Delgado Ortiz and Juan Maria Aburto Rique
16. GOTEBORGS KOMMUN, Hammarkullen, hereinafter referred to as "GOT", represented for the signature of this contract by its authorised representatives

17. GAZIANTEP BUYUKSEHIR BELEDIYESI, Turkey, hereinafter referred to as "GMM", represented for the signature of this contract by its authorised representatives Ibrahim
18. Greenovate! Europe, hereinafter referred to as "GIE", represented for the signature of this contract by its authorised representatives
19. IC CONSULENTEN ZIVILTECHNIKER GESMBH, hereinafter referred to as "iC", represented for the signature of this contract by its authorised representative
20. ENTE VASCO DE LA ENERGIA, hereinafter referred to as "EVE", represented for the signature of this contract by its authorised representative
21. HEMMERS ROSA MARIA - SYNERGIEKOMM AGENTUR FUR NACHHALTIGKEIT UND INNOVATION, hereinafter referred to as "SYN", represented for the signature of this contract by its authorised representative

hereinafter, jointly or individually, referred to as "Partners" or "Partner"

relating to the Project entitled "European cities serving as Green Urban Gate towards Leadership in sustainable Energy", hereinafter referred to as "Project"

WHEREAS:

The Partners, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative project"

The Partners wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement. The Partners are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

PRELIMINARY ARTICLE

- 0.1 This Agreement is concluded subject to the condition that the Grant Agreement between the European Commission and the Partners is signed.
- 0.2 The Grant Agreement signed between the European Commission and the Partners must specify the length and details of the work to be performed and how it will be carried out and financed.
- 0.3 In the event that the EC Grant Agreement is not accepted by a Partner this agreement shall become null and void in its entirety vis-à-vis this Partner, except the confidentiality clause established in this agreement, which shall remain in full force for all information disclosed during the proposal and negotiation stages and for the duration indicated therein.

ARTICLE 1. DEFINITIONS

"Consortium Plan". Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Project Management Board.

"Consortium Budget". Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

"Defaulting Partner": Defaulting Partner means a Partner which the Project Management Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 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 Partner would be impossible, significantly delayed, or require significant additional financial or human resources.
- For Use of own Foreground: Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

"Affiliate". Affiliate of a Partner shall mean an Affiliated Entity of that Partner (as defined in the Rules for Participation for FP7) together with any legal entity directly or indirectly controlling, controlled by, or under common control with that Partner, for so long as such control lasts.

"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.

ARTICLE 2. PURPOSE

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Partners, in particular concerning the organisation of the work between the Partners, the management of the Project and the rights and obligations of the Partners concerning inter alia liability, Access Rights and dispute resolution.

ARTICLE 3. ENTRY INTO FORCE, DURATION AND TERMINATION

3.1 ENTRY INTO FORCE

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

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

A new Partner enters the Consortium upon signature of the Accession document [Annex 3] by the new Partner 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 Partners under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Grant Agreement Article II.37. and II.38.).

3.3 SURVIVAL OF RIGHTS AND OBLIGATIONS

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in respective articles.

Termination shall not affect any rights or obligations of a Partner leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Partner. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

ARTICLE 4. RESPONSIBILITIES OF PARTNERS

4.1 GENERAL PRINCIPLES

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

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

Each Partner shall provide promptly all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

4.2 BREACH

In the event the responsible Consortium Body identifies a breach by a Partner of its obligations under this Consortium Agreement or the Grant Agreement, the Coordinator will give written notice requiring that such breach be remedied within 30 calendar days.

If this does not occur, the Project Management Board may decide to declare the Partner to be a Defaulting Partner and to decide on the consequences thereof.

4.3 INVOLVEMENT OF THIRD PARTIES

A Partner that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the use of third parties does not affect the rights and obligations of the other Partners regarding Background and Foreground.

ARTICLE 5. LIABILITY TOWARDS EACH OTHER

5.1 LIABILITY TOWARDS EACH OTHER

In respect of any information or materials (including Foreground and Background) supplied by one Partner 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.

The recipient Partner shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

5.2 LIMITATIONS OF CONTRACTUAL LIABILITY

No Partner shall be responsible to any other Partner for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

A Partner's aggregate liability towards the other Partners collectively shall be limited to once the Partner's share of the total costs of the Project.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any non-contractual liability.

5.3 DAMAGE CAUSED TO THIRD PARTIES

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

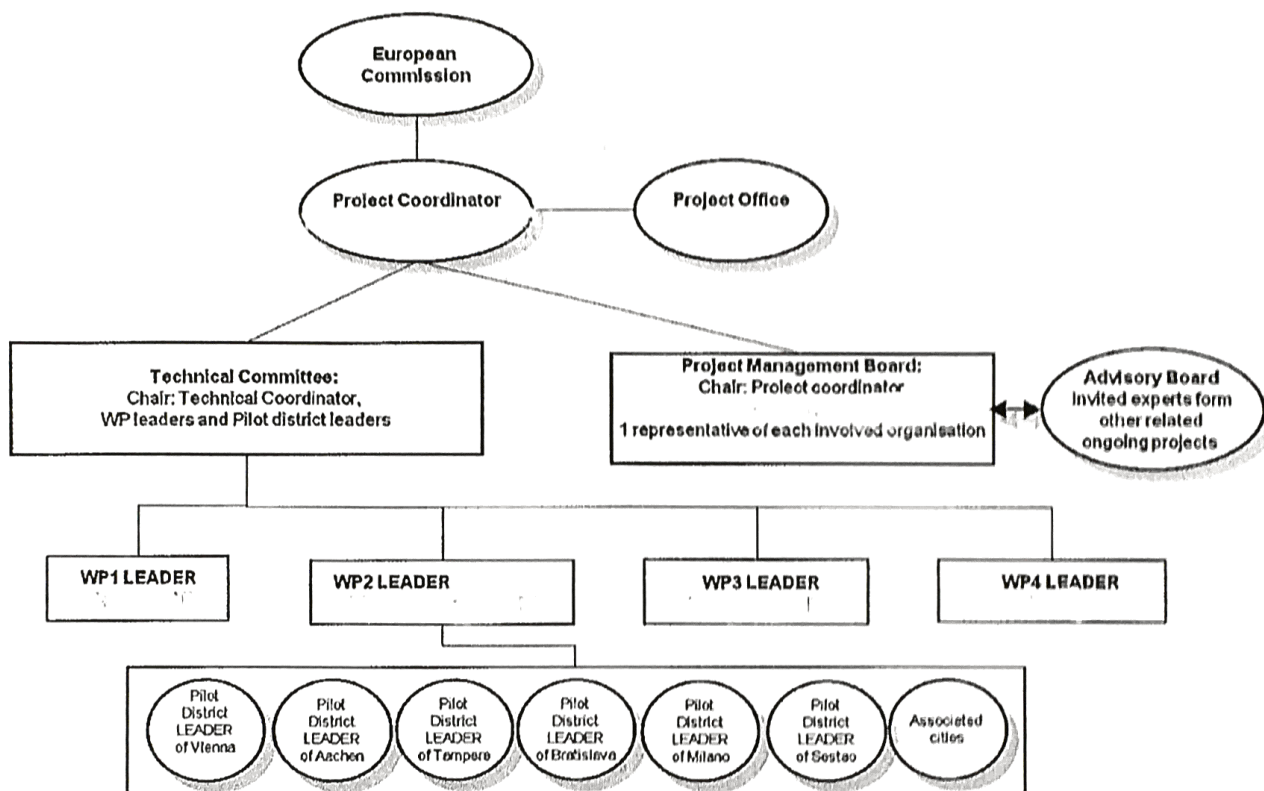
5.4 FORCE MAJEURE

No Partner shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Partner will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within forty five (45) days after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

ARTICLE 6. MANAGEMENT STRUCTURE AND DECISION PROCEDURES

6.1 PROJECT MANAGEMENT STRUCTURE

Due to its complexity, the consortium has put great care in defining the most appropriate management structure for EU-GUGLE. All partners assume full technical and financial responsibility for the management of the project. This involves the appointment of a Project Coordinator and the Management Structure as shown in the following figure:



The management structure has been structured in two main boards:

- The Project Management Board, composed of one representative of each partner of the consortium, which is chaired by the Project Coordinator;
- The Project Technical Committee, composed of the leaders of the districts and of the WPs, which is chaired by the Technical Coordinator of the Project.

Apart from these 2 main bodies, other smaller bodies have also been defined:

- The Local District Teams composed of representatives of the organizations participating in each one of the smart pilot districts. The two principal figures will be
 - District coordinators
 - District dissemination responsible
- The Work Package Teams, one per WP, composed of representatives of the partners participating in the Work Packages. These WP teams are led by the WP Leaders.

- Project office: A technical-administrative project office chaired by GIE EEIG will be created as a support both to the project coordinator and to the project partners in the project management, principal local district coordinators and WP leaders. Tasks to be carried out by this office, are the creation and maintenance of the project webpage and the preparation of the project meetings in collaboration with the project coordinator (preparation of the meeting agenda, call for attendance, request of meeting information to the partners, etc.).

The organisational structure of the Consortium comprises the following Consortium Bodies:

(i) PROJECT COORDINATOR:

- CENER will act as project coordinator and assume overall responsibility for liaison between the partners and the Commission. The responsible person will be Florencio Manteca.
- CENER, as the project coordinator, will be responsible for:
 - Organising the Project Management Board meetings; administration, preparation of minutes;
 - Follow-up and adaptation of the project planning;
 - Organising, steering, checking and assuring the reporting in time towards the European Commission;
 - The overall monitoring of progress on all work packages and setting in place procedures for ensuring more detailed progress monitoring in consultation with the subgroups;
 - Monitoring of the expenses and allocation of the budget; assistance towards the participants concerning administrative aspects of the project;
 - The coordinator is responsible for all communications with the Commission;
 - Preparing and communicating the yearly project progress reporting to the Project Management Board and Technical Committee;
 - Coordinating the payments to the partners;
 - Providing assistance towards the participants concerning: the rules of the project, the project planning and individual partner planning, give advice on all kind of matters, e.g. how to fill in cost statements, full cost system, rights, ...
- The coordinator, as chairman of the Project Management Board, will call for face to face project management meetings every 12 months (kick off meeting in month 1 and months 12, 24, 36, 48 and 60) and at any moment if indispensable.
- The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Partner, without the other Partner's prior consent.
- The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the EC-GA.

(ii) PROJECT OFFICE

- The coordinator role of the project towards the European Commission cannot be fully tackled by the leading company CENER. Thus, the project office will work to support the coordinator in all necessary administration activities that need representation within the European Commission.

- GIE will act as Project Office.
- The office will be in charge of:
 - Performing the pursuit of progress work involved with technical-administrative aspects of the project.
 - Assisting and coaching partners at administrative level. This action will not only be limited to the gathering of information and to record findings to fulfil obligations of the call and the concession. But also will hold responsibility in assessing each one of the partners in all administrative and legal aspects, anticipated changes, modifications in the partner data, incorporation of third Parties, concepts to justify, etc.
 - Quality Management report. This report gathers the methodology of management for the project, models of collected information, people in charge of its delivery, terms of delivery, revision of the deliverables of the project, etc.
 - The Project Office will be in charge of making a specific pursuit regarding the execution of the part of the project that corresponds to each District and will inform timely about the important incidents to the leader, and will prepare information for the Project Management Board.
 - Revision of the reports at technical and administrative level.
 - Collection of the draft of economic justification, revision, acceptance, and final justification, including audits if it was necessary.
 - Supporting the delivery of documentation to the European Commission on paper and in the management format, providing reports and deliverables.

(iii) PROJECT MANAGEMENT BOARD

- Project Management Board - will be composed as steering and management committee of the Project Coordinator and representatives of each of the partners taking part in the project
- Chairman: The Project Management Board is chaired by the Project Coordinator, CENER, who is supported by his Assistant (project office, GIE).
- Representative of the partners. All partners will be represented in the Project Management Board. Each Partner will appoint one representative as member of the Project Management Board. These members have to be empowered for the decision making process.
- Meetings: CENER, as chairman, shall convene meetings of the Project Management Board. It will meet six times during the project (month 1, month 12, month 24, month 36, month 48 and month 60) and at any extraordinary moment if indispensable. Each Partner shall 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.
- Responsibilities: One main aim of this Board is to act as the ultimate decision-making body of the Consortium. Project Coordinator will advise and support the decisions carried out by the Project Management Board on operational and management issues. Furthermore, the Project Management Board will be an effective and efficient communication hub. This board will be responsible for all decisions of general nature within the frame of the EC Contract and the Consortium Agreement. Especially the detailed budget allocation, the coordination of the activities

and communication between the subgroups, and the overall project progress assessment will be performed by this Board. The Project Management Board is responsible for all decisions affecting more than one partner, such as contractual matters, planning, financial matters, major technical decisions, preparation of reporting. The Project Management Board is responsible for the major decisions affecting the implementation and success of the project. Such decisions require the prior consent of the Project Management Board [by a majority of two-thirds (2/3) of the votes (One vote per member)]

The following decisions shall be taken by the Project Management Board:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Annex 1 of this Consortium Agreement (Background included)
- Additions to Annex 2 of this Consortium Agreement (Background excluded)
- Additions to Annex 4 of this Consortium Agreement (Listed Affiliated Entities)
- Additions to Annex 6 of this Consortium Agreement (List of Third Parties)

Evolution of the Consortium

- Entry of a new Partner to the Consortium and approval of the settlement on the conditions of the accession of such a new Partner
- Withdrawal of a Partner from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Partner to be a Defaulting Partner
- Remedies to be performed by a Defaulting Partner
- Termination of a Defaulting Partner's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

(iv) PROJECT TECHNICAL COMMITTEE:

- The Project Technical Committee will be chaired by the technical coordinator, BOKU, and will be responsible for the day-to-day technical work. The responsible person will be Michael Heidenreich.
- Members: The Project Technical Committee will be formed by the project coordinator, the Technical Coordinator, the WP leaders and Pilot district leaders.
- Meetings: BOKU, as chairman, shall convene meetings of the Project Technical Committee. It will meet every 6 months (kick off meeting in month 1 and months 6, 12, 18, 24, 30, 36, 42, 48, 54 and the final meeting in month 60) during the project. Any extraordinary meetings will be convened if indispensable. Each member shall 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.

- The Technical Committee will exchange the work carried out in the pilot districts together with the results in order to support the implementation and running of the pilots and the replication of the pilots. It will also propose the changes of the technical work programme of the project evaluate the technical reports and participate in the update of the implementation plan. It will ensure the integration and spill-over of the knowledge created in each of the subgroups, and thus monitor and assess the scientific progress of the project in line with the objectives and even beyond. The Project Technical Committee will play a crucial coordination role among partners for the implementation of the different pilot projects in a coherent way, and will also be the main forum for the information exchange between Pilot District and Work Package Leaders.

(v) PILOT TEAMS AND LEADERS

- The project will implement 6 pilot districts and 2 associated cities in a total of 8 geographical areas in 8 countries. Additionally each pilot will be locally implemented and each implementation will have a responsible partner. The following table shows the pilot leaders and participants:

Smart Districts	PILOT 1 Vienna	PILOT 2 Aachen	PILOT 3 Tampere	PILOT 4 Milano	PILOT 5 Bratislava	PILOT 6 Sestao	Associated cities
District Leader	BOKU –	SYN –	TAM –	Polimi –	BRA –	SES –	GOT - Wenche Lerne, GMM -
Participants	iC, VIE	AA, STAA, GEWOG E	VTT	ALER, MIL	SKGBC, TSUS	CENER EVE	GIE

- Regular meetings will take place in order to share the experiences and learn from them, to receive and provide support in between pilot districts, to plan different measures, to jointly review objectives, and to collect and deliver good practices. (WP1, WP3, WP4). In addition, the leaders of the different pilot projects will have to report their respective progress to the Technical Coordinator, BOKU (WP2 Leader), who will play a relevant quality assurance role among the different partners and the different activities carried out within the pilot districts.

(vi) WORK PACKAGES TEAMS AND LEADERS:

- Mission: The Work Package Leaders will assure the coordination between the different project teams that collaborate with the aim of exchanging intermediate results. They will assure the timely execution of tasks included in each Work Package, stimulating the interaction between the various partners involved. They are also responsible for the consolidation of the specification reports and execution of the tasks that integrate each WP
- Members: Each organization involved will appoint a WP Manager, who is responsible for operational decisions, sending quarterly a short progress report to the Project Coordinator,

guaranteeing that the partial and total objectives of the WP are accomplished, elaborating the reports of the WP and organising the presentation of results. The WP leaders will be a responsible from the following organisations:

- WP1 Research, Technological and Innovation Activities:
 - WP2 Demonstration Activities:
 - WP3 Results and Impact Assessment:
 - WP4 Replication campaign:
 - WP5: Economic and administrative management
- **Task Leader** Responsibilities will be clearly defined in the kick off meeting. The Task Leaders will periodically report the work carried out within the task to the Work package leader, which is in charge of co-ordinating the work comprised within the WP in order to reach the general objectives. Most of the partners have at least one task responsibility.

(vii) ADVISORY BOARD

- The Advisory Board will be the organ through which external expert people recruited from other related projects in the field of ENERGY EFFICIENT BUILDINGS will give their advice and feedback on the main arising issues of the EU-GUGLE project. The Advisory Board will play a key advisory and consultative role in the project. The main goals of this board will be the following:
 - Providing requirements and feedback to the project objectives.
 - Monitoring the main milestones of the project, updating their feedback, and providing the necessary inputs for guiding the project research and activities towards the achievement of the project main objectives.
 - Providing a final feedback on results evaluation and expectations for future evolution.
- The Advisory Board will include end users and citizens such as CONCERTO coordinators so as to receive their feedback during the project. The specific persons to be involved will be defined in the kick off meeting and will be contacted in the first 3 months of the project.

6.2 PROJECT MANAGEMENT PROCEDURES

(i) GENERAL MANAGEMENT PROCEDURES:

Partners are responsible for:

- Effective economic management and conduct of the operational work in accordance with the program guidelines and with ethical and legal standards.
- Complying with the general terms and conditions governing grants and any terms and conditions specific to each grant or granting programme established by the European Commission.
- Managing and supervising operational personnel.
- Meeting reporting requirements specific to the VII Framework Programme and the specificity of the call in relation to the unit costs.

(ii) MONITORING AND PROGRESS REPORTING

Each partner and WP leader will report project progress to the project Coordinator on a six-monthly basis. This will cover technical progress, results, deliverables and compliance with the WP schedule, as well as the monitoring and updating the identified risks. Progress of the task will be reported in terms of percentage of completion and estimated time to completion, deviations from agreed time scales and corrective actions. The Project Coordinator will summarise overall project progress, updating planning charts and manpower records.

In WP2 each district team report project progress to his district coordinator and the district coordinators to the WP leader

(iii) QUALITY ASSURANCE

- A very important activity within the Project Management tasks will be Quality Assurance Management. This includes the processes required to ensure that the project will satisfy the requirements and motivation for which it was undertaken. In order to assure the quality of the project, a Project Management Handbook will be elaborated at the beginning of the project, summarizing all the information required for an optimum management of the project (in terms of administrative forms, procedures, templates, financial aspects, communication procedures, deliverable schedules, reporting periods, contacts, etc.), and conflicts resolution. The Handbook on Management will constitute by itself a Quality Assurance Management plan.
- Additionally, the project will apply an internal review procedure to guarantee the quality of its results. Each WP Leader will be responsible for the monitoring of the quality of the technical work and results generated within his/her WP, especially the deliverables, being all of them be subject to a peer review by the technical Committee. More concretely, each deliverable, before being definitively approved and released, will be reviewed by the members of the Technical Committee (the WP leaders that did not have the responsibility for the release of the deliverables and the Technical Coordinator). After the review of the deliverable by the technical Committee, the comments will be forwarded to the WP leader responsible for the deliverable and the deliverable will be enhanced according to these.

6.3. DECISION PROCEDURES

6.3.1 VOTING RULES AND QUORUM

Each Consortium Body shall not deliberate and decide validly unless a quorum of two-thirds (2/3) of its members are present or represented.

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

Defaulting Partner members may not vote.

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

6.3.2 VETO RIGHTS

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

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

When a decision has been taken on a new item added to the agenda before or during the meeting, a member may veto such decision during the meeting and within 15 days after the Minutes of the meeting are sent.

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

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

A Partner requesting to leave the Consortium may not veto decisions relating thereto.

6.3.3 MINUTES OF MEETINGS

The chairperson of a Consortium Body shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft to all of its members within fifteen (15) calendar days of the meeting.

The Minutes shall be considered as accepted if, within fifteen (15) calendar days from sending, no member has objected in writing to the chairperson with respect to the accuracy of the draft of the Minutes.

The accepted Minutes shall be sent to all of the members of the Consortium Body and the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Partners.

ARTICLE 7. FINANCIAL PROVISIONS

7.1 GENERAL PRINCIPLES

7.1.1 DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The financial contribution of the European Commission to the Project shall be distributed by the Coordinator according to:

- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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

A3: Budget Breakdown

Project Number ¹	314632	Project Acronym ²	EU-GUGLE	One Form per Project						
Participant number in this project ¹¹	Participant short name	Fund. % ¹²	Ind. costs ¹³	Estimated eligible costs (whole duration of the project)				Requested EU contribution		
				RTD / Innovation (A)	Demonstration (B)	Management (C)	Other (D)		Total A+B+C+D	
1	CENER									
2	VIE									
3	BOKU									
4	AA									
5	STAA									
6	GEWOGE									
7	TAM									
8	VTT									
9	BRA									
10	TSUS									
11	SKGBC									
12	MIL									
13	ALER									
14	Polimi									
15	SES									
16	GOT									
17	GMM									
18	GIE									
19	IC									
20	EVE									
21	SYN									
		75.0	T	8,000.00	2,121,880.00	11,800.00	87,480.00	2,229,160.00	1,166,220.00	

A3:

Budget Breakdown

Budget Breakdown									
Participant number in this project ¹¹	Participant short name	Fund. % ¹²	Ind. costs ¹³	Estimated eligible costs (whole duration of the project)				Requested EU contribution	
				RTD / Innovation (A)	Demonstration (B)	Management (C)	Other (D)		Total A+B+C+D
Total									16,785,372.00

Note that the budget mentioned in this table is the total budget requested by the Beneficiary and associated Third Parties.

7.1.2 JUSTIFYING COSTS

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

7.1.3 FUNDING PRINCIPLES

A Partner which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Partner that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 FINANCIAL CONSEQUENCES FOR A LEAVING PARTNER

A Partner leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission.

Furthermore a Defaulting Partner shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Partners in order to perform its and their tasks.

7.2 BUDGETING

All resources made available for the Project shall be valued in accordance with the usual accounting and management principles and practices of the respective Partners and shall be budgeted.

7.3 PAYMENTS

Payments to Partners are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

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

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

- Funding of costs included in the Consortium Plan will be paid to Partners after receipt from the EU-Commission in separate instalments. The Partners agree on the following instalment mechanism:
 - For those partners whose Requested EU contribution is lower than 1.000.000 €, they shall receive the 100% of the pre-financing once the Coordinator has received it.
 - For those partners whose Requested EU contribution is higher than 1.000.000 €, the pre-financing shall be paid as follow:
 - The first payment of the Community financial contribution to the Partners shall be 50% of the pre-financing.
 - The second payment of the Community financial contribution to the Partners shall be paid concerning the workload and deliverables declared by the Partners in month 12.
- Subsequent payments to the Partners will be done after the reporting periods of month 18, month 36, month 48 and month 60 respectively, according to the workload and deliverables foreseen for the Partners.
- Any exception to the instalment mechanism will be discussed and evaluated by the Project Management Board.

The Coordinator is entitled to withhold any payments due to a Partner identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA, if a partner is late in submitting or refuses to provide deliverables as defined in the DoW, or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Partner.

ARTICLE 8. FOREGROUND

Regarding Foreground, Grant Agreement Article II.26. - Article II.29. shall apply with the following additions:

8.1 JOINT OWNERSHIP

In case of joint ownership of Foreground each of the joint owners shall be entitled to use the joint Foreground as it sees fit, and to grant non-exclusive licenses to third Parties, without any right to sub-license, subject to the following conditions:

- at least 45 days prior notice must be given to the other joint owner(s); and
- fair and reasonable compensation must be provided to the other joint owner(s).

8.2 TRANSFER OF FOREGROUND

Each Partner may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II 27.

It may identify specific third Parties it intends to transfer Foreground to in [Annex (6)] to this Consortium Agreement. The other Partners hereby waive their right to object to a transfer to listed third Parties according to the Grant Agreement Article II.27.3.

The transferring Partner shall, however, notify the other Partners of such transfer and shall ensure that the rights of the other Partners will not be affected by such transfer.

Any addition to [Annex (6)] after signature of this Agreement requires a decision of the Project Management Board

The Partners recognize that in the framework of a merger or an acquisition of an important part of its assets, a Partner may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice foreseen in Grant Agreement Article II 27.2.

8.3 DISSEMINATION

8.3.1 PUBLICATION

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30 of the Grant Agreement.

The Partner objecting a publication has to show that its legitimate interests will suffer disproportionately great harm and shall include a request for necessary modifications.

8.3.2 PUBLICATION OF ANOTHER PARTNER'S FOREGROUND OR BACKGROUND

For the avoidance of doubt, a Partner may not publish Foreground or Background of another Partner, even if such Foreground or Background is amalgamated with the Partner's Foreground, without the other Partner's prior written approval.

8.3.3 COOPERATION OBLIGATIONS

The Partners undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

8.3.4 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 Partners or any of their logos or trademarks without their prior written approval.

ARTICLE 9. ACCESS RIGHTS

9.1 BACKGROUND COVERED

The Partners shall identify in the [Annex 1] the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement. Such identification may be done by e.g.

- naming a specific department of a Partner
- and/or by subject matter.

The owning Partner may add further Background to [Annex 1] during the Project by written notice. However, only the Steering Committee can permit a Partner to withdraw any of its Background from [Annex 1].

The Partners agree that all Background not listed in [Annex 1] shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to [Annex 1] if a Partner asks them to do so and those are Needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to [Annex 1].

In addition, if a Partner wishes to exclude specific Background, it shall list such Background in the [Annex 2].

The owning Partner may withdraw any of its Background from [Annex 2] during the Project by written notice.

However, only the Steering Committee can permit a Partner to add Background to [Annex 2].

9.2 GENERAL PRINCIPLES

Each Partner 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.

As provided in the Grant Agreement Article II.32.3. Partners shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

If the Project Management Board considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Partners according to the Grant Agreement Article II.32.7.

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

All Access Rights shall be granted upon written request.

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.

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

9.3 ACCESS RIGHTS FOR IMPLEMENTATION

Access Rights to Foreground and Background Needed for the execution of the own work of a Partner under the Project shall be granted on a royalty-free basis, unless otherwise agreed in [Annex 1].

9.4 ACCESS RIGHTS FOR USE

Access rights to Foreground and Background Needed for Use of a Partner's own Foreground shall be granted on fair and reasonable conditions, provided that the Partner concerned is entitled to grant them.

Access Rights to Foreground for use in internal research and teaching activities without any commercial character shall be granted on a royalty free basis.

Access rights to Background if Needed for use of a Partner's own Foreground shall be granted on fair and reasonable conditions.

A third party shall not be granted Access Rights to Foreground generated by other Partners nor to Background owned by other Partners unless those Partners explicitly agree to it.

9.5 ACCESS RIGHTS FOR AFFILIATED ENTITIES

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Article II.34.3.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the Partner which owns the Background or the Foreground.

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

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

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

9.6 ADDITIONAL ACCESS RIGHTS

For the avoidance of doubt any grant of Access Rights not covered by this Consortium Agreement shall be at the absolute discretion of the owning Partner and subject to such terms and conditions as may be agreed between the owning and receiving Partners.

9.7 ACCESS RIGHTS FOR PARTNERS ENTERING OR LEAVING THE CONSORTIUM

9.7.1 NEW PARTNERS ENTERING THE CONSORTIUM

All Foreground developed before the accession of the new Partner shall be considered to be Background with regard to said new Partner.

9.7.2 PARTNERS LEAVING THE CONSORTIUM

9.7.2.1 ACCESS RIGHTS GRANTED TO A LEAVING PARTNER

9.7.2.1.1 DEFAULTING PARTNER

Access Rights granted to a Defaulting Partner and such Partner's right to request Access Rights shall cease immediately upon receipt by the Defaulting Partner 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 PARTNER

A Partner leaving voluntarily and with the other Partners' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

9.7.2.2 ACCESS RIGHTS TO BE GRANTED BY ANY LEAVING PARTNER

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

9.8 SPECIFIC PROVISIONS FOR ACCESS RIGHTS TO SOFTWARE

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

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

ARTICLE 10: NON-DISCLOSURE OF INFORMATION

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

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, 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 to any third party without the prior written consent by the Disclosing Partner;
- 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 Partner on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Partner;
- 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 Partner; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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

Each Partner shall promptly advise the other Partner in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Partner 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 Partner, and
- comply with the Disclosing Partner's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.

ARTICLE 11. MISCELLANEOUS

11.1 ANNEXES, INCONSISTENCIES AND SEVERABILITY

This Consortium Agreement consists of this body text and

- [Annex 1 (Background included)]
- [Annex 2 (Background excluded)]
- [Annex 3 (Accession document)]
- [Annex 4 (Listed Affiliated Entities)]
- [Annex 5 (Initial list of members and other contact persons)]
- [Annex 6 (List of Third parties to which transfer of Foreground is possible without prior notice to other Partners)]
- [Annex 7 (Agreement for the Transfer of Material)]

In case this Consortium Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the appendices and the body 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 Partners concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 NO REPRESENTATION, PARTNERSHIP OR AGENCY

The Partners shall not be entitled to act or to make legally binding declarations on behalf of any other Partner. 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 Partners.

11.3 NOTICES AND OTHER COMMUNICATION

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons in [Annex 5].

Formal notices. If it is required in this Consortium Agreement (Section. 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 Partner and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication. Other communication between the Partners may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. Minutes).

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

11.4 ASSIGNMENT AND AMENDMENTS

No rights or obligations of the Partners arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Partners' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in require a separate agreement between all Partners.

11.5 MANDATORY STATUTORY LAW

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

11.6 LANGUAGE

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

11.7 APPLICABLE LAW

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Partners shall be construed in accordance with and governed by the laws of Belgium.

11.8 SETTLEMENT OF DISPUTES

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

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

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

Nothing in this Consortium Agreement shall limit the Partners' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

ARTICLE 12. SIGNATURES

AS WITNESS:

The Partners 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

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position: General Manager

Date and signature:

By MAGISTRAT DER STADT WIEN

Name:

Position

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:	Date and signature:
By STADT AACHEN	By STADT AACHEN
Name:	Name:
Position:	Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p> <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT</p> <p>Name:</p> <p>Position:</p>	<p>Date and signature:</p> <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT</p> <p>Name:</p> <p>Position:</p>
---	---

Date and signature:

By FUNDACION CENER-CIEMAT

Name: ..

Position;

Date and signature:	Date and signature:
By GEWOGE AG Name : Position:	By GEWOGE AG Name: Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name: .

Position: _ .

Date and signature:	Date and signature:
 By TAMPEREEN KAUPUNKI Name: Position:	 By TAMPEREEN KAUPUNKI Name: Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name: _____

Position: _____

<p>Date and signature:</p> <p>By TEKNOLOGIAN TUTKIMUSKESKUS VTT Name. Position</p>	<p>Date and signature:</p> <p>By TEKNOLOGIAN TUTKIMUSKESKUS VTT Name: Position:</p>
--	---

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p>	<p>Date and signature:</p>
<p>By HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA</p> <p>Name: . _</p> <p>Position: '</p>	<p>By HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA</p> <p>Name: I</p> <p>Positio'</p>

Date and signature:

By FUNDACION CENER-CIEMAT

Name: _____

Position: _____

Date and signature:

By TECHNICKY A SKUSOBNY USTAV STAVEBNY

n.o.

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p>	<p>Date and signature:</p>
<p>By SLOVENSKA RADA PRE ZELENE BUDOVY</p> <p>Name:</p> <p>Position:</p>	<p>By SLOVENSKA RADA PRE ZELENE BUDOVY</p> <p>Name: .</p> <p>Position:</p>

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:

By COMUNE DI MILANO

Name: ,

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position: _____

<p>Date and signature:</p> <p>By AZIENDA LOMBARDA EDILIZIA RESIDENZIALE</p> <p>MILANO</p> <p>Name: _____</p> <p>Position: _____</p>	<p>Date and signature:</p> <p>By AZIENDA LOMBARDA EDILIZIA RESIDENZIALE</p> <p>MILANO</p> <p>Name: _____</p> <p>Position: _____</p>
---	---

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:

By POLITECNICO DI MILANO

Name:

Position: ,

Date and signature:

By FUNDACION CENER-CIEMAT

Name

Position: -

<p>Date and signature:</p> <p>By SESTAO BERRI 2010 SOCIEDAD ANONIMA</p> <p>Name:</p> <p>Position:</p>	<p>Date and signature:</p> <p>By SESTAO BERRI 2010 SOCIEDAD ANONIMA</p> <p>Name:</p> <p>Position:</p>
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Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p>	<p>Date and signature:</p>
<p>By GÖTEBORGS KOMMUN Name: Position:</p>	<p>By GÖTEBORGS KOMMUN Name: Position:</p>

[illegible]

<p>Date and signature:</p> <p>By Greenovate! Europe</p> <p>Name:</p> <p>Position:</p>	<p>Date and signature:</p> <p>By Greenovate! Europe</p> <p>Name:</p> <p>Position:</p>
---	---

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p>	<p>Date and signature:</p>
<p>By GAZIANTEP BUYUKSEHIR BELEDİYESİ</p> <p>Name:</p> <p>Position:</p>	<p>By GAZIANTEP BUYUKSEHIR BELEDİYESİ</p> <p>Name:</p> <p>Position:</p>

Date and signature:

By FUNDACION CENER-CIEMAT

Name: .

Position:

Date and signature:

By IC CONSULENTEN ZIVILTECHNIKER GESMBH

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:

By ENTE VASCO DE LA ENERGIA

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name.

Position:

Date and signature:

By HEMMERS ROSA MARIA - SYNERGIEKOMM
AGENTUR FUR NACHHALTIGKEIT UND
INNOVATION

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

ANNEX 1. BACKGROUND INCLUDED

Access Rights to Background made available to the Partners: [specify if this access is under economic conditions or freely]

- Entity 1:
 - B1
 - B2
- Ent2
 - B1
 - B2

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

ANNEX 2. BACKGROUND EXCLUDED

Background excluded from Access Rights:

- Entity 1:
 - B1
 - B2
- Ent2
 - B1
 - B2

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

ANNEX 3. ACCESSION DOCUMENT

ACCESSION

of a new Partner to PROJECT ACRONIM Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTNER AS IDENTIFIED IN THE GRANT AGREEMENT]

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

This Accession document has been done in 3 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTNER]

Name of Authorised Official:

Title of Authorised Official:

Signature of Authorised Official:

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Name:

Title:

Signature:

ANNEX 4. LISTED AFFILIATED ENTITIES

List of Affiliated Entities for each Partner:

▪ Partner 1:

○ Aff1

○ Aff2

▪ Partner 2:

○ Aff1

○ Aff2

ANNEX 5. INITIAL LIST OF MEMBERS AND OTHER CONTACT PERSONS

Any notice to be given under this Consortium Agreement shall require documents duly signed and personally delivered or delivered by mail. They shall be addressed to the attention of the following recipients of the Partners.

Partner	Person	Phone	Fax	Email

ANNEX 6. LIST OF THIRD PARTIES

List of Third parties to which transfer of Foreground is possible without prior notice to the other Partners.

- Entity 3: UNIVERSITAET FUER BODENKULTUR WIEN
 - Third party: ALPS-ZENTRUM FUER NATURGEFAHREN- UNDRISIKOMANAGEMENT GMBH
- Entity 12: COMUNE DI MILANO
 - Third party: AGENZIA MOBILITA' AMBIENTE E TERRITORIO SRL
- Entity 14: POLITECNICO DI MILANO
 - Third party: ROCKWOOL ITALIA SPA
 - Third party: WOLF ARTEC SRL
- Entity 18: Greenovate! Europe
 - Third party: SP SVERIGES TEKNISKA FORSKNINGSINSTITUT AB
 - Third party: ZABALA INNOVATION CONSULTING, S.A.
- Entity 20: ENTE VASCO DE LA ENERGIA
 - Third party: CENTRO PARA EL AHORRO Y DESARROLLO ENERGÉTICO MINERO, S.A.

ANNEX 7. AGREEMENT FOR THE TRANSFER OF MATERIAL**SIMPLE LETTER AGREEMENT FOR THE TRANSFER OF MATERIALS**

In response to the [RECIPIENT]'s request for the [MATERIAL] [insert description]. The [PROVIDER] asks that the [RECIPIENT] and the [RECIPIENT SCIENTIST] agree to the following before the [RECIPIENT] receives the [MATERIAL]:

- The above MATERIAL is the property of the [PROVIDER] and is made available in the frame of the PROJECT ACRONIM project.
- The MATERIAL will be used for not-for-profit research purposes only.
- The MATERIAL will not be further distributed to others without the [PROVIDER]'s written consent. The [RECIPIENT] shall refer any request for the MATERIAL to the [PROVIDER]. To the extent supplies are available, the [PROVIDER] or the [PROVIDER SCIENTIST] agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
- The [RECIPIENT] agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
- Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, [RECIPIENT] assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the [MATERIAL] except that, to the extent permitted by law, the [PROVIDER] shall be liable to the [RECIPIENT] when the damage is caused by the gross negligence or wilful misconduct of the [PROVIDER].
- The [RECIPIENT] agrees to use the [MATERIAL] in compliance with all applicable statutes and regulations.
- The [MATERIAL] is provided [at no cost / at a cost of €].

The [PROVIDER] and [RECIPIENT] must sign both copies of this letter and return one signed copy to the [PROVIDER]. The [PROVIDER] will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

[Date and Place]

Provider Scientist:

Provider Organisation:

Name of Authorised Official:

Title of Authorised Official:

Signature of Authorised Official:

Certification of Authorised Official: This Simple Letter Agreement [has / has not] been modified. If modified, the modifications are attached.

Signature of Authorised Official

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

[Date and Place]

Recipient Scientist:

Recipient Organisation:

Name of Authorised Official:

Title of Authorised Official:

Signature of Authorised Official:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist

