



2nd Amendment to Consortium Agreement

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

- EU – GUGLE -

Proposal: 314632

Version	Date	Comments	Author
1	20 th October 2016	2nd Amendment to Consortium Agreement	EU GUGLE Consortium

2nd AMENDMENT TO THE CONSORTIUM AGREEMENT OF APRIL 1, 2013

for the EU-GUGLE Project

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

Funded under the Seventh Framework Program of the European Union

(Grant Agreement Nr: 314632)

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 Oy, hereinafter referred to as "VTT", represented for the signature of this contract by its authorised representative
9. HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA, hereinafter referred to as "BRA", represented for the signature of this contract by its authorised representative
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
14. POLITECNICO DI MILANO, hereinafter referred to as "PoliMi", represented for the signature of this contract by its authorised representative
15. SESTAO BERRI 2010 SOCIEDAD ANONIMA, hereinafter referred to as "SES", represented for the signature of this contract by its authorised representatives
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 representative
18. Greenovate! Europe, hereinafter referred to as "G!E", 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
22. MUNICIPALITY OF PLOVDIV, hereinafter referred to as "PLO", represented for the signature of this contract by its authorised representative

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

WHEREAS,

The Partners concluded and signed a Consortium Agreement with the Effective Date of 1st April 2013 ("Consortium Agreement"), modified on the 4th June 2015 by Amendment nr.1 to the Consortium Agreement, in order to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement Nr: 314632 of the European Union.

WHEREAS,

The Partners submitted a 2nd Contract Amendment (Amendment nr.2 to Grant Agreement) that has been approved by The European Commission on 19th July 2016 and the changes included in the Amendment nr.2 to Grant Agreement affect some articles of the Consortium Agreement.

THEREFORE the Partners agree to the following:

SECTION 1: The Consortium Agreement is amended as follows:

Replacement of Articles 7.1 (specifically 7.1.1) by the following new provisions:

ARTICLE 7. FINANCIAL PROVISIONS

7.1 GENERAL PRINCIPLES

7.1.1 DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The Budget breakdown is replaced by the following one:

A3: Budget Breakdown

Project Number ¹	314632	Project Acronym ²	EU-GUGLE
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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	
-8 (UTRO)	VTT								
1	CENER								
2	VIE								
3	BOKU								
4	AA								
5	STAA								
6	GEWOGE								
7	TAM								
8 (UTRO)	VTT								
9	BRA	75.0	T	0.00	0.00	8,800.00	87,480.00	96,280.00	96,280.00
10	TSUS								
11	SKGBC								
12	MIL								
13 (TERMINATED)	ALER								
14	Polimi								
15	SES								
16	GOT								
17	GMM								
18	GIE								
19 (TERMINATED)	iC								
20	EVE								

A3: 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	
21	SYN								
22	PLO								
23	CES								
Total				2,185,950.72	21,041,682.16	1,669,985.00	1,491,467.43	26,389,085.31	15,257,775.25

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

SECTION 2:

All other provisions of the Consortium Agreement and its Amendment nr.1 that are not modified by this Amendment will remain unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Consortium Agreement, the terms of this amendment shall prevail.

SECTION 3:

This Amendment to the Consortium Agreement of 1 April, 2013 and to the Amendment nr.1 will come retroactively into effect on 1 April, 2013 ("Effective Date").

AS WITNESSES

The Partners have caused this Amendment to the Consortium Agreement which is duly signed by the undersigned authorised representatives in separate signature pages

Date and signature:

By MAGISTRAT DER STADT WIEN

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

<p>Date and signature:</p> <p>By UNIVERSITAET FUER BODENKULTUR WIEN Name: Position:</p>	<p>Date and signature:</p> <p>By UNIVERSITAET FUER BODENKULTUR WIEN Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

<p>Date and signature:</p> <p>By STADT AACHEN Name: Position:</p>	<p>Date and signature:</p> <p>By STADT AACHEN Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

<p>Date and signature:</p> <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT Name: Christian Becker Position:</p>	<p>Date and signature:</p> <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position;</p>

<p>Date and signature:</p> <p>By GEWOGE AG Name: Position:</p>	<p>Date and signature:</p> <p>By GEWOGE AG Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

<p>Date and signature:</p> <p>By TAMPEREEN KAUPUNKI Name: Position:</p>	<p>Date and signature:</p> <p>By TAMPEREEN KAUPUNKI Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

Date and signature:

By TEKNOLOGIAN TUTKIMUSKESKUS VTT

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:

By HLAVNE MESTO SLOVENSKEJ REPUBLIKY
BRATISLAVA

Name:

Position:

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>By SLOVENSKA RADA PRE ZELENE BUDOVI Name: Position:</p>	<p>Date and signature:</p> <p>By SLOVENSKA RADA PRE ZELENE BUDOVI Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

Date and signature:

By COMUNE DI MILANO

Name:

Position:

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

<p>Date and signature:</p> <p>By GOTEBORGS KOMMUN Name: Position:</p>	<p>Date and signature:</p> <p>By GOTEBORGS KOMMUN Name: Position:</p>
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<p>Date and signature:</p> <p>By FUNDACION CENER-CIEMAT Name: Position:</p>

Date and signature:

By GAZIANTEP BUYUKSEHIR BELEDIYESI

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position:

Date and signature:

By Greenovate! Europe

Name:

Position:

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:

Date and signature:

By MUNICIPALITY OF PLOVDIV

Name:

Position:

Date and signature:

By FUNDACION CENER-CIEMAT

Name:

Position: