



# ***1st 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	4 <sup>th</sup> June 2015	1st Amendment to Consortium Agreement	EU GUGLE Consortium

1<sup>st</sup> 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, 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 BUDOVI, 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 "GIE", represented for the signature of this contract by its authorised representative
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"

WHEREAS,

The Partners concluded and signed a Consortium Agreement with the Effective Date of 1<sup>st</sup> April 2013 ("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 Contract Amendment (Amendment No.1 to Grant Agreement) that has been approved by The European Commission on 20<sup>th</sup> April 2015 and the changes included in the Amendment No.1 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 6.1, 7.1 (specifically 7.1.1), 7.3 and Annex 6 of the Agreement by the following new provisions:

#### **ARTICLE 6. MANAGEMENT STRUCTURE AND DECISION PROCEDURES**

##### **6.1 PROJECT MANAGEMENT STRUCTURE**

###### **(I) PROJECT COORDINATOR:**

Third bullet point is stated as follows:

- *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, 60 and 72) and at any moment if indispensable.*

###### **(iii) PROJECT MANAGEMENT BOARD**

Fourth bullet point is stated as follows:

- *Meetings: CENER, as chairman, shall convene meetings of the Project Management Board. It will meet seven times during the project (month 1, month 12, month 24, month 36, month 48, month 60 and month 72) 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.*

*(iv) PROJECT TECHNICAL COMMITTEE:*

Third bullet point is stated as follows:

- *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, 60, 66 and the final meeting in month 72) 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.*

*(v) PILOT TEAMS AND LEADERS*

First bullet point is stated as follows:

- *The project will implement 6 pilot districts and 3 associated cities in a total of 9 geographical areas in 9 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:*

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

**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 <sup>1</sup>	314632	Project Acronym <sup>2</sup>	EU-GUGLE
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**One Form per Project**

Participant number in this project <sup>11</sup>	Participant short name	Fund. % <sup>12</sup>	Ind. costs <sup>13</sup>	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	7							
2	VIE	7							
3	BOKU	7							
4	AA	7							
5	STAA	7							
6	GEWOGE	7							
7	TAM	7							
8	VTT	7							
9	BRA	75.0	T	8,000.00	2,260,280.00	11,800.00	87,480.00	2,367,560.00	1,235,420.00
10	TSUS								
11	SKGBC								
12	MIL								
13 (TERMINATED)	ALER								
14	Polimi								
15	SES								
16	GOT								
17	GMM								
18	GIE								
19	IC								
20	EVE								
21	SYN								

# A3: Budget Breakdown

Participant number in this project "	Participant short name	Fund. %'	Ind. costs"	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
22	PL0								
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.

### 7.3 PAYMENTS

Forth and Fifth bullet point are stated as follows:

- *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 according to the workload and deliverables declared by the Partners.*
- *Subsequent payments to the Partners will be done after the reporting periods of month 18, month 36, month 54 and month 72 respectively, according to the workload and deliverables foreseen for the Partners and provided that the coordinator had received the corresponding EC contribution after those periods.*
- *Any exception to the instalment mechanism will be discussed and evaluated by the Project Management Board.*

### ANNEX 6. LIST OF THIRD PARTIES

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

- Entity 12: COMUNE DI MILANO
  - Third party: AGENZIA MOBILITA' AMBIENTE E TERRITORIO SRL
- Entity 14: POLITECNICO DI MILANO
  - Third party: ROCKWOOL ITALIA SPA
  - Askin, s.r.l
- Entity 18: Greenovate! Europe
  - Third party: SP SVERIGES TEKNISKA FORSKNING SINSTITUT AB
  - Third party: ZABALA INNOVATION CONSULTING, S.A.

SECTION 2:

All other provisions of the Consortium Agreement 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 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><b>Date and signature:</b></p>     <p>By UNIVERSITAET FUER BODENKULTUR WIEN Name: Position:</p>	<p><b>Date and signature:</b></p>     <p>By UNIVERSITAET FUER BODENKULTUR WIEN Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By STADT AACHEN Name: Position:</p>	<p><b>Date and signature:</b></p>     <p>By STADT AACHEN Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT Name: Position:</p>	<p><b>Date and signature:</b></p>     <p>By STADTWERKE AACHEN AKTIENGESELLSCHAFT Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name:  Position;</p>
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<p><b>Date and signature:</b></p>     <p>By GEWOGE AG Name: Position:</p>	<p><b>Date and signature:</b></p>     <p>By GEWOGE AG Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By TAMPEREEN KAUPUNKI Name: . Position:</p>	<p><b>Date and signature:</b></p>     <p>By TAMPEREEN KAUPUNKI Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: . Position:</p>
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**Date and signature:**

  
  
  
  
  

By TEKNOLOGIAN TUTKIMUSKESKUS VTT  
Name: \.  
Position: .  
solutions

**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><b>Date and signature:</b></p>     <p>By SLOVENSKA RADA PRE ZELENE BUDOVY Name: Position: ..</p>	<p><b>Date and signature:</b></p>     <p>By SLOVENSKA RADA PRE ZELENE BUDOVY Name: Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: Position:</p>
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**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><b>Date and signature:</b></p>   <p>By SESTAO BERRI 2010 SOCIEDAD ANONIMA Name: _____ Position: _____</p>	<p><b>Date and signature:</b></p>   <p>By SESTAO BERRI 2010 SOCIEDAD ANONIMA Name: _____ Position: _____</p>
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<p><b>Date and signature:</b></p>   <p>By FUNDACION CENER-CIEMAT Name: _____ Position: _____</p>
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<p><b>Date and signature:</b></p>     <p>By GOTEBORGS KOMMUN Name: Position:</p>	<p><b>Date and signature:</b></p>     <p>By GOTEBORGS KOMMUN Name: Babbs Edberg Position:</p>
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<p><b>Date and signature:</b></p>     <p>By FUNDACION CENER-CIEMAT Name: Position:</p>
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**Date and signature:**

By GAZIANTEP BUYUKSEHIR BELEDIYESI

Name: "

Position:

**Date and signature:**

By FUNDACION CENER-CIEMAT

Name:

Position:



**Date and signature:**

By Greenovatel 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 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:

ACCESSION

of a new Partner to EU-GUGLE Consortium Agreement, version 1, 1<sup>st</sup> April 2013 [2013-04-01] and subsequent 1<sup>st</sup> Amendment dated on 4<sup>th</sup> June 2015, [2015-06-04]

MUNICIPALITY OF PLOVDIV

hereby consents to become a Partner to the Consortium Agreement and its 1<sup>st</sup> Amendment above mentioned and accepts all the rights and obligations of a Partner starting as effective date on the 1<sup>st</sup> October 2014.

FUNDACION CENER-CIEMAT

hereby certifies that the Consortium has accepted the accession of MUNICIPALITY OF PLOVDIV to the Consortium starting as effective date on 1<sup>st</sup> October 2014.

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

[28.09.2015 – Plovdiv]

MUNICIPALITY OF PLOVDIV

Name of Legal Authorised Official: Eng. Ivan ~~Intev~~

Title of Legal Authorised Official: Mayor of ~~Municipality of Plovdiv~~

P.P. Dimitar Katsarski

Deputy Mayor of Plovdiv & Acting Mayor

According to order 15OA2522/18.09.2014

Signature of Legal Authorised Official:

FUNDACION CENER-CIEMAT

Name: PABLO AYESA PASCUAL

Title: General Manager

Signature: