

Consortium Agreement
based on DESCA2020 Version 1.2

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 01.06.2019, hereinafter referred to as the Effective Date

BETWEEN:

**1. FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.,
HANSASTRASSE 27C, 80686 MUNICH, GERMANY,
for its
Fraunhofer Institute Intelligent Analysis and Information Systems IAIS,
Schloss Birlinghoven, 53754 Sankt Augustin, Germany**

the Coordinator

**2. ICLEI EUROPEAN SECRETARIAT GMBH,
LEOPOLDRING 3, 79098 FREIBURG, GERMANY,**

**3. DIN DEUTSCHES INSTITUT FUER NORMUNG E.V.,
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**4. FUNDACION TECNALIA RESEARCH & INNOVATION,
PARQUE CIENTIFICO Y TECNOLOGICO DE BIZKAIA, ASTONDO BIDEA, EDIFICIO 700,
48160 DERIO, SPAIN,**

**5. ENEA AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE,
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**6. UNIVERSITA DEGLI STUDI DI CAMERINO,
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VIA DI VIGNA MURATA 605, 00143 ROME, ITALY,**

**8. SOGESCA S.R.L.,
VIA PITAGORA 11, 35030 RUBANO PD, ITALY,**

**9. RESEARCH FOR SCIENCE, ART AND TECHNOLOGY (RFSAT) LIMITED,
THE BLACK CHURCH, ST. MARY'S PLACE, DUBLIN D07 P4AX**

**10. MUNICIPAL MONUMENT PRESERVATION INSTITUTE IN BRATISLAVA,
URSULINSKA 436/9, 81101 BRATISLAVA, SLOVAKIA,**

**11. UNIVERZITA KOMENSKEHO V BRATISLAVE,
SAFARIKOVO NAMESTIE 6, 81499 BRATISLAVA, SLOVAKIA,**

**12. HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA,
PRIMACIALNE NAMESTIE C.1, 81499 BRATISLAVA, SLOVAKIA,**

13. FUNDACION DE LA COMUNITAT VALENCIANA PARA LA PROMOCION ESTRATEGICA EL DESARROLLO Y LA INNOVATION URBANA, C/JOAN VERDEGUER 16, 46024 VALENCIA, SPAIN,

14. COMUNE DI CAMERINO, CORSO VITTORIO EMANUELE II, 62032 CAMERINO, ITALY,

15. FREIE UND HANSESTADT HAMBURG, RATHAUSMARKT 1, 20095 HAMBURG, GERMANY,

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

relating to the Action entitled

ADVANCING RESILIENCE OF HISTORIC AREAS AGAINST CLIMATE-RELATED AND OTHER HAZARDS

in short

ARCH

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020), call H2020-LC-CLA-04-2018 "Resilience and sustainable reconstruction of historic areas to cope with climate change and hazard events".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement (No. 820999) to be signed by the Parties and the Funding Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section: Definitions

1.1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2. Additional Definitions

“Consortium Body“:

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

“Consortium Plan”

Consortium Plan means the description of the action and the related agreed budget as first defined in Annex I of the Grant Agreement and which may be updated by the General Assembly.

"Funding Authority"

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

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Needed” means:

- For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- For Exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2. Section: Purpose

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

3. Section: Entry into force, duration and termination

3.1. Entry into force

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

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

A new entity becomes an additional Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2. Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3. Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

4. Section: Responsibilities of Parties

4.1. General principles

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

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

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

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

4.2. Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3. Involvement of third parties

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

4.4. Export Law

Each Party shall be liable to comply with export law restrictions applicable to it. The Parties declare that no dual-use goods or dangerous materials and substances will be used in the Project (as listed in the EC Dual-Use Regulation 428/2009 1 and associated legal amendments) and that their Project activities will not involve such goods, materials and substances. The Parties declare that their activities in the Project will not be governed and construed under the U.S. Export Control Laws and Regulations.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization in the event that a Party uses reasonable efforts to fulfil its tasks properly and in time.

5. Section: Liability towards each other

5.1. No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2. Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence. In cases of gross negligence, the Party's liability shall be limited to twice that Party's share.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3. Damage caused to third parties

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

5.4. Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization in the event that a Party uses reasonable efforts to fulfil its tasks properly and in time.

6. Section: Governance structure

6.1. General structure

The General Assembly is the decision-making body of the consortium.

The Executive Board is the steering body of the consortium.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2. Members of the General Assembly

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3. Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 21 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member a written original agenda no later than 21 calendar days preceding the meeting, or 14 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding an ordinary meeting and 5 calendar days preceding an extraordinary meeting.

6.3.2.5 During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

6.3.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5

6.3.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the General Assembly a written document, which is then agreed by the defined majority (see Section 6.3.3) of all Members of the General Assembly. Such document shall include the deadline for responses.

The decisions will be binding after the chairperson sends to all Members of the General Assembly and to the Coordinator a written notification of this acceptance.

6.3.3 Voting rules and quorum

6.3.3.1 The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.3.3.2 Each Member present or represented in the meeting shall have one vote.

6.3.3.3 A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.3.4 Veto rights

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

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

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

6.3.4.4 When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.3.5 In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

6.3.4.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.3.4.7 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting by email.

6.3.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the General Assembly, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the General Assembly

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority and the Parties for suspension of all or part of the Project
- Proposal to the Funding Authority and the Parties for termination of the Project and the Consortium Agreement

In the case of tasks abolished as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4. Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned,
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5. Executive Board

6.5.1 The Executive Board shall consist of one representative of the Coordinator, the work package leaders (as defined in the annex to the Grant Agreement and the chairperson of the Stakeholder Advisory Board (see Section 6.6).

The Coordinator shall chair all meetings of the Executive Board.

6.5.2 Operational procedures for the Executive Board:
Any member of the Executive Board:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

The Coordinator shall convene ordinary meetings of the Executive Board at least once every two months and shall also convene extraordinary meetings at any time upon written request of any member of the Executive Board.

The Coordinator chairperson shall give notice in writing of a meeting to each member of the Executive Board as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

The Coordinator shall prepare and provide each member of the Executive Board with a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

Any agenda item requiring a decision by the Executive Board must be identified as such on the agenda.

Any member of the Executive Board may add an item to the original agenda by written notification to all of the other members no later than 7 calendar days preceding the meeting.

During a meeting of the Executive Board the members present or represented can unanimously agree to add a new item to the original agenda.

Meetings of the Executive Board may also be held by teleconference or other telecommunication means.

Decisions will only be binding once the relevant part of the minutes has been accepted.

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Executive Board a written document, which is then agreed by the defined majority (see Section 6.3.3) of all members of the Executive Board. Such document shall include the deadline for responses.

The decisions will be binding after the chairperson sends to all members of the Executive Board and to the Coordinator a written notification of this acceptance.

The Executive Board shall not deliberate and decide validly unless two-thirds (2/3) of its members are present or represented (quorum).

Each member of the Executive Board present or represented in the meeting shall have one vote.

A member of the Executive Board being an employee of a Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

A member of the Executive Board 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 the Executive Board 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 of the Executive Board 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 of the Executive Board may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

When a decision has been taken without a meeting a member of the Executive Board may veto such decision within 15 calendar days after written notification by the Coordinator of the outcome of the vote.

In case of exercise of veto, the members of the Executive Board shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.5.3 Minutes of meetings

The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting by email.

The minutes shall be considered as accepted if, within 15 calendar days from sending, no member of the Executive Board has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The Coordinator shall send the accepted minutes to all the member of the Executive Board.

6.5.4 Responsibilities

The Executive Board Assembly shall be responsible for

- coordinating the different activities within the work packages
- readjusting the work packages in case of an overlap or lack of coherence
- monitoring the performance of the work packages

6.6. Stakeholder Advisory Board (SHAB), Ethics and Security Advisory Group (ESAG) and External Scientific Advisory Board (ESAB)

These members in these boards will be appointed and steered by the Executive Board. The boards shall assist and facilitate the decisions made by the General Assembly. The Coordinator shall ensure that a non-disclosure agreement (NDA) is executed between all Parties and each board member provided the latter is not an employee of a Party. The NDA terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after the nomination of a board member or before any confidential information will be disclosed to a board member, whichever date is earlier. The Coordinator shall write the minutes of the board meetings and prepare the implementation of the boards' suggestions. The board members may participate in General Assembly meetings upon prior invitation but shall have no voting rights.

7. Section: Financial provisions

7.1. General Principles

7.1.1. Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2. Justifying Costs

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

7.1.3. Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4. Return of excess payments; receipts

7.1.4.1. In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

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

7.1.5. Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2. Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3. Payments

7.3.1. Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

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

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority in writing.

As far as withholding or recovering payments is attributable to the affected Party's acts or omissions (e.g. the Party providing banking information for pre-financing not in time, missing information about bank account changes during the project duration or the Party's default), the Coordinator may charge any costs caused, such as negative interest on the Coordinator's account for as long as the payment is withheld, to the affected Party and deduct the respective amounts from their remaining payment claim.

8. Section: Results

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2. Joint ownership

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

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work. The joint owners shall, within a six (6) month period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case by case basis. However, until the time a joint ownership agreement has been concluded and as long as such rights are in force, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

In absence of such an agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), whereas non-commercial research activities means use for academic/teaching/scientific purposes, or mere internal use, and

- excludes use in contract research (= rendering a research service against payment to a customer, using the joint Result), even when the charge is mere cost reimbursement without profit;
- excludes use of results for royalty bearing activities (such as licensing) or other activities leading to monetary benefits (e.g. use in developing, creating or marketing a product or process or creating and providing a service or use in standardisation activities);
- includes use in further (funded or unfunded) cooperative research projects. However where such use leads to a grant of further user rights to others (e.g. project partners) for royalty-bearing or other activities leading to monetary benefits, such further user rights shall not be included in the category of non-commercial research activities under this bullet point, and

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

8.3. Transfer of Results

8.3.1. Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article °30.

8.3.2. It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3. The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.3.4. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5. The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4. Dissemination

8.4.1. For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2. Dissemination of own Results

8.4.2.1. During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication such as an article for a journal, contribution to a conference or alike shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

For the avoidance of doubt, the obligation mentioned above shall not apply to dissemination activities for the Project such as blog news etc., however always provided that such dissemination activities shall not contain Results, Background or Confidential Information of another Party without the latter's prior written consent (email sufficient).

8.4.2.2. An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

8.4.2.3. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.4.3. Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval.

8.4.4. Cooperation obligations

(not used)

8.4.5. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

8.5. Standardisation

The Parties decide on standardisation activities according to Annex 1 (Description of the action) of the Grant Agreement or as otherwise stated in this Consortium Agreement. Before standardisation activities are initiated, the Parties shall also decide on the publication or dissemination of such Results by CEN, ISO, IEC or any of its members (the National Standard Bodies), especially by DIN as a formal standard or similar according to the respective rules of standardisation as applied by CEN, ISO, IEC or any of its members. In this case those rules of standardisation shall take precedence over the provisions of this Consortium Agreement.

9. Section: Access Rights

9.1. Background included

9.1.1. In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access Rights to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be subject to Access Right obligations regarding Background.

9.1.2. Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2. General Principles

9.2.1. Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3. Access Rights shall be free of any administrative transfer costs.

9.2.4. Access Rights are granted on a non-exclusive basis.

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

9.2.6. All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7. The requesting Party must show that the Access Rights are Needed.

9.3. Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4. Access Rights for Exploitation

9.4.1. Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal research or education/training activities may be granted on a royalty-free basis.

9.4.2. Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Responsible conditions.

9.4.3. A request for Access Rights may only be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

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

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

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

9.6. Additional Access Rights

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

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2. Parties leaving the consortium

9.7.2.1. Access Rights granted to a leaving Party

9.7.2.1.1. Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2. Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2. Access Rights to be granted by any leaving Party

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

9.8. Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

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

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

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

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

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

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

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

9.8.2. General principles

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

The Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly to

implement such introduction into the Consortium Plan, however always provided that the use of such Intellectual Property will affect the use of another Party's Results or Background, e.g. by applying the Controlled License Terms to such a Result or Background.

9.8.3. Access to Software

Access Rights to Software that is Results shall comprise:

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

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

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

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

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

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

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

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

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

Such rights on the Source Code, however, exclude the right to grant a sublicense of the Source Code to any third parties.

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

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

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

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

10. Section: Non-disclosure of information

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

10.2. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3. The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

10.6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

11. Section: Miscellaneous

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2. No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3. Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

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

11.4. Assignment and amendments

11.4.1. Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2/6.3.6 require a separate written agreement to be signed between all Parties.

11.5. Mandatory national law.

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

11.6. Language

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

11.7. Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the substantive laws of Belgium excluding its conflict of law provisions.

11.8. Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of the city of Brussels.

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

12. Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

**FRAUNHOFER-GESELLSCHAFT ZUR FOEDERUNG
DER ANGEWANDTEN FORSCHUNG E.V.**

Signature(s)

Name(s)

Title(s)

Date

Rüdiger Dörner
Public and EU-Projects
8.5. 2019

Fabian Perpeet
Legal Affairs and Contracts

ICLEI EUROPEAN SECRETARIAT GMBH

Signature(s)

Name(s) Wolfgang Teubner

Title(s) Managing Director, ICLEI European Secretariat GmbH

Date 17.5. 2019

DIN DEUTSCHES INSTITUT FUER NORMUNG E.V.

Signature(s)

Name(s) Rüdiger Marquardt
Title(s) Member of the Executive Board

Dr.-Ing. Michael Stephan
Member of the Management Board
Standardization

Date

FUNDACION TECNALIA RESEARCH & INNOVATION

Signature(s)

Name(s) LUIS PEDROSA REBOLLEDA

Title(s) DIRECTOR OF ENERGY AND ENVIRONMENT DIVISION

Date 7.5. 2019

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO
ECONOMICO SOSTENIBILE**

Signature(s)

Name(s) GIAN PIERO CELATA

Title(s) HEAD of ENERGY TECHNOLOGIES DEPARTMENT of ENEA

Date 17.5. 2019

UNIVERSITA DEGLI STUDI DI CAMERINO

Signature(s)

Name(s) Prof. Claudio Pettinari

Title(s) Rector

Date

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

Signature(s)

Name(s) Prof. Carlo Doglioni

Title(s) President of INGV

Date 9.5. 2019

SOGESCA S.R.L.

Signature(s)
Name(s) Giovanni Franco
Title(s) President
Date 17 May, 2019

RESEARCH FOR SCIENCE, ART AND TECHNOLOGY (RFSAT) LIMITED

Signature(s)

Name(s)

Title(s)

Date

Dr. Artur Krukowski

Director

7.5. 2019

MUNICIPAL MONUMENT PRESERVATION INSTITUTE IN BRATISLAVA

Signature(s)

Name(s) PhDr. Ivo Štassel

Title(s) director

Date 14.5. 2019

UNIVERZITA KOMENSKÉHO V BRATISLAVE

Signature(s)

Name(s) Prof. JUDr. Marek Števček, PhD.

Title(s) Rector

Date 13.5.2019

HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA

Signature(s)

Name(s) Ing.arch. Matúš Vallo

Title(s) Mayor

Date 17.5.2019

**FUNDACION DE LA COMUNITAT VALENCIANA PARA LA PROMOCION ESTRATEGICA
ES DESARROLLO Y LA INNOVATION URBANA**

Signature(s)

Name(s) Francesco Potenciano

Title(s) Director General

Date 09.05.2019

COMUNE DI CAMERINO

Signature(s)

Name(s) Gianluca Pasqui

Title(s) Mayor

Date 07.5.2019

FREIE UND HANSESTADT HAMBURG

Signature(s)

Name(s) Corinna Nienstedt

Title(s) Mayor

Date 07.5. 2019

13. Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment 1.

PARTY 1

As to Fraunhofer it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Risk-oriented vulnerability assessment methodology as developed by Fraunhofer IAIS in the EC-funded RESIN project		
Impact Chain Editor Plus (ICE+) version 1.0 from 31.10.2018 for online development of Impact Chain Diagrams as developed by Fraunhofer IAIS in the EC-funded RESIN project		
Database structure for storage of indicators, indicator data, and impact chain diagrams version 1.0 from 31.10.2018 as developed by Fraunhofer IAIS in the EC-funded RESIN project		

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

PARTY 2

As to ICLEI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ICLEI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 3

As to DIN, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of DIN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to Fundacion Tecnalia, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
The knowledge and background of the existing first generation of Risk-oriented vulnerability assessment tool developed by Tecnalia in the EC-funded RESIN project	Implementation of background PI, source code not permitted without prior consent, No disclosure	The exploitation of PI or software negotiated in a separate exploitation agreement
The knowledge and background of the existing first generation of Adaptation Option Library developed in the EC-funded RESIN project (co-developed with Siemens).	Implementation of background PI, source code not permitted without prior consent, No disclosure	The exploitation of PI or software negotiated in a separate exploitation agreement

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

PARTY 5

As to AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE, it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Methods for the Risk, Vulnerability and interdependency assessment of Critical Infrastructures (CI) and for CI protection as developed by ENEA-APIC in the EC-funded CIPRNet project		
CIPCast Decision Support System (DSS) for risk analysis of CI as developed by ENEA-APIC in the EC-funded CIPRNet project		
Materials characterization, diagnostic and study of mechanisms of degradation for supporting stress/effect evaluation and risk and vulnerability assessment in the Cultural Heritage Sector. Experimental data elaboration and storage, in CIPcast, for successive use in modelling. The approach will be based on recent research regarding the study of masonries in the regions affected by earthquakes in Central Italy in 2016-2017 (Marche, Umbria, Lazio) and on methodologies followed in the framework of ongoing projects ADAMO (Coordinator: ENEA) and SISMI		

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

PARTY 6

As to Università degli Studi Camerino, it is agreed between the Parties that, to the best of their knowledge

the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

To the best of its knowledge, UNICAM deems that no patents or patent applications owned by UNICAM need to be included as Background to implement the action or exploit the results of the Project in accordance with the terms of the Grant Agreement. Any UNICAM Background not listed in the following table shall be deemed excluded from any access rights:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Camerino seismic hazard as developed in EU-RFCS-INNOHYCO project	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
Risk assessment methodologies, as developed in DPC-Reluis Project (Implicit risk task)	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
Cultural Heritage integrated survey methodology, published in "Integrated approach for seismic vulnerability analysis of historic massive defensive structures", Journal of Cultural Heritage, 2019(35)	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies

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

PARTY 7

As to Istituto Nazionale di Geofisica e Vulcanologia, it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Hazard monitoring platform and Free debris street definition (Rock blockage) as developed for IT-PON01_02710	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
3D Visualization Software as developed for IT-PON01_02710	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
Low-cost seismic station based on MEMS technology as developed for MEMS project	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
High performance, low consumption 24 bits seismic datalogger as developed for MEMS project	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
3D band enlarged velocimetric sensor as developed for IRON-1 project	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
Surface Temperature Maps (STEMP) as developed for ESA- Geohazard Exploitation Platform	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies

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

PARTY 8

As to RFSAT, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Autonomous swarms of UAVs as developed for the FP7-SEC-AF3 project	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies
3D photogrammetry as developed for H2020-SCAN4RECO and FP7-SEC-AF3 projects	Open Access under Creative Commons license applies IPRED (2004) EC directive applies	Open Access under Creative Commons license applies IPRED (2004) EC directive applies
Environmental Monitoring platform and applications (in-house development)	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies	Non-profit use granted to ARCH consortium partners during ARCH project time-frame only IPRED (2004) EC directive applies

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

PARTY 9

As to Municipal Monument Preservation Institute Bratislava, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Municipal Monument Preservation Institute Bratislava shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

As to Univerzita Komenskeho in Bratislava, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Univerzita Komenskeho shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 12

As to HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of . HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 13

As to Fundacion de la comunitat Valencia, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Fundacion de la comunitat Valencia shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 14

As to Comune di Camerino, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Comune di Camerino shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 15

As to Freie and Hansestadt Hamburg, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Freie and Hansestadt Hamburg shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

14. Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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