

CONSORTIUM AGREEMENT v2023 08 02

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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 Award Agreement with EIT Climate-KIC HBV, and is made retroactively on the date of signature of the Award Agreement (i.e. 03.07.2023), (hereinafter referred to as the Effective Date).

BETWEEN:

DIJON METROPOLE (hereinafter “**Dijon**” or the “**Lead Beneficiary**” as stated into the Award Agreement), having its registered seat at 40 avenue du Drapeau 21000 DIJON – FRANCE, represented by François Rebsamen – President of Dijon Metropole and mayor of the city of Dijon, duly authorized to do in this capacity,

EUROPTIMUM CONSEIL, (hereinafter “**EUROPTIMUM**”), with legal address 8, rue Livio, 67100 Strasbourg, VAT number FR45508973658, represented by Thomas Kieffer as Director, duly authorized to do in this capacity,

EIFER EUROPAISCHES INSTITUT FUR ENERGIEFORSCHUNG EDF KIT EWIV (hereinafter “**EIFER**”), European Economic Interest Grouping, having its registered office at Emmy-Noether-Strasse 11, D-76131 Karlsruhe, Germany, registered in the Commercial Register of Mannheim, Germany, under reference HRA 104823, represented by Dr. Nurten Avci, as Director, duly authorised to do in this capacity;

Electricité de France (hereinafter “**EDF**”), with legal address [address], VAT number [number], represented by [name] as [function], duly authorized to do in this capacity.

hereinafter, jointly or individually, referred to as “Parties” or “Party” or “Consortium Member”

relating to the Action entitled

**NetZeroCities Pilot Cities Programme (NZC-H2020-202209)
Facilitate trAnsition Actions maSSification Towards Net Zero**

in short

FAASST-NZ Project

hereinafter referred to as “Project”

WHEREAS:

EIT Climate-KIC (hereinafter the “Funding Authority”) has entered into a grant agreement with the European Climate, Infrastructure and Environment Executive Agency (CINEA), under the powers delegated by the European Commission regarding Horizon 2020 Framework Programme for Research and Innovation (2014-2020), for the funding of the action entitled ‘Accelerating cities’ transition to net zero emissions by 2030’ — ‘NetZeroCities’, Grant Agreement no. 101036519.

The Pilot Cities Programme is part of the Action which includes providing financial support to third parties.

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority, which has been accepted. To this end, an award agreement was concluded on 03/07/2023 (as set out in Attachment 5) between the Lead Beneficiary (acting in the name and on behalf of the other Parties) and the Funding Authority (hereinafter referred to as the "Award Agreement").

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Award Agreement

The Parties are aware that this Consortium Agreement is based upon the DESCAs 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 Award Agreement including its Annexes.

The Horizon 2020 Rules for Participation are available at:

http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h2020-legal-basis-rfp.

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 defined in the Award Agreement and which may be updated by the General Assembly, subject to the agreement of the Funding authority.

"Affiliated Entities"

Designates the entities as identified in Appendix 4, which are under the direct or indirect control of a Beneficiary, or under the same direct or indirect control as a Beneficiary, or directly or indirectly controlling a Beneficiary

"Intellectual Property Rights": means any intellectual property right of any kind, including, but not limited to, any patent, patent application, know-how, trademark, trademark application, copyright, software copyright, design, design application and database.

"Results": means any tangible or intangible output of a given action, such as data, knowhow or information, whatever its form or nature and whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project (**EIT Climate-KIC HBV**).

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Award 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 organization 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 authorized representative.

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

In the event that, after a positive decision by the General Assembly and the Funding Authority, a new entity joins the Project, this new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Lead Beneficiary. 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 Award 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 Award Agreement is not signed by the Funding Authority or the Lead Beneficiary, or
- the Award Agreement is terminated, or
- a Party's participation in the Award Agreement is terminated, with the agreement of the Funding authority.

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 Award Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgium 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 Lead Beneficiary 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 Award Agreement (e.g. improper implementation of the project), the Lead Beneficiary or, if the Lead Beneficiary 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 thirty (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 :

- Subject to the agreement of the funding authority, the transfer of the tasks of the Defaulting Party to another Party(ies), which includes the transfer of its corresponding share of the financial contribution for the implementation of these tasks to the Party(ies) assuming the tasks of the Defaulting Party. As a result, the Lead Beneficiary may retain the defaulting Party's corresponding share of the financial contribution, or request reimbursement if this share has already been paid to it. In accordance with Article 7.1.5, the Lead Beneficiary may also ask the Defaulting Party, within the limits specified in section 5.2 of the Contract, to reimburse the reasonable and justifiable additional costs incurred by the Party(ies) assuming the implementation of the said tasks, unless the Defaulting Party was unable to carry out these tasks due to force majeure;
- The proposal to the Funding Authority to terminate the Defaulting Party's participation;
- The proposal to the Funding Authority to terminate the Project.

Such breach will be notified by written as soon as possible to the Funding Authority by the Lead Beneficiary.

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 Award 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 Award Agreement.

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 willful 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 indicated in the Award Agreement provided such damage was not caused by a willful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability, in particular in case of willful act or gross negligence.

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. A notification period of seven (7) calendar days after the Force Majeure occurrence shall be considered as a maximum. If the consequences of Force Majeure for the Project are not overcome within four (4) weeks after such notification, the transfer of tasks - if any - may be decided by the General Assembly, subject to acceptance of the said transfer of tasks by the Funding Authority. If it is not possible to transfer the tasks or if the Funding Authority refuses to transfer the tasks, then the General Assembly may propose to the Funding Authority the termination of the Award Agreement.

6 Section: Governance structure

6.1 General structure

The organizational structure of the Consortium shall comprise the following Consortium Bodies:

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

Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

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

The Project Team assists the Executive Board and the Lead Beneficiary, and coordinates day-to-day actions of the Project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "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.

In case of repetitive absences of Member to meeting, the said Member shall be identified to be in breach of this Consortium Agreement.

6.2.2 Preparation and organization of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	Once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	Every three months	At any time upon written request of any Member of the Executive Board
Project Team	Every two weeks	Not applicable

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days
Project Team	7 calendar days	Not applicable

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days
Project Team	2 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days
Project Team	1 calendar day

6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda

6.2.2.6

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Lead Beneficiary circulates to all Members of the General Assembly a suggested decision in writing (on paper or by e-mail) with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by at least 51 % of all Parties.

The Lead Beneficiary shall inform all the Parties of the outcome of the vote.

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

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

6.2.3 Voting rules and quorum for General Assembly and Executive Board

6.2.3.1

Each Consortium Body 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 Consortium Body shall convene another ordinary meeting within fifteen (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.

6.2.3.2

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

6.2.3.3

A Party which the General Assembly has declared or which the General Assembly votes to declare according to Section 4.2 to be a Defaulting Party may not vote and its presence is not counted in the relevant quorum.

6.2.3.4

Decisions shall be taken by a majority of three quarters (3/4) of the votes cast.

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

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.

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within ten (10) calendar days of the meeting for General Assembly and Executive Board and within two (2) calendar days of the meeting for Project Team.

6.2.5.2

The minutes shall be considered as accepted if, within fifteen (15) calendar days from sending for General Assembly and Executive Board meetings and within four (4) calendar days from sending for Project Team, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Lead Beneficiary, who shall safeguard them. If requested the Lead Beneficiary shall provide authenticated duplicates to Parties (which could be done with electronic version of the duplicates).

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member). The General Assembly Members are listed in Attachment 6.

For sake of efficacy, it being understood that any update to a Party's representative only requires written information from the Party concerned to the Lead Beneficiary (who informs the other parties), and does not require a decision by the General Assembly.

6.3.1.1.2

Each General Assembly Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3

The Lead Beneficiary shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights:

- Proposals for changes of the Award Agreement and its Annexes to be agreed by the Funding Authority (including the transfer of tasks from a Defaulting Party)
- Modifications to Attachment 1 (Background Included)
- Modifications to Attachment 6
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium:

- Entry of a new Party to the consortium (which also requires approval from the Funding Authority) and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium (which also requires approval from the Funding Authority) 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 Award Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party

- After prior written agreement of the Funding Authority, termination of a Defaulting Party's participation in the consortium and measures relating thereto,
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

6.3.2 Executive Board

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Executive Board shall consist of the Lead Beneficiary and one representative of each Party, as set out in Attachment 6.

For sake of efficacy it is understood that any updating of the representative of a Party only requires written information from the Party concerned to the other Parties, and does not require a decision by the General Assembly.

The Lead Beneficiary shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds (each Party having only one vote in any Executive Board decision).

6.3.2.2 Tasks

6.3.2.2.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.2.2

The Executive Board shall seek a consensus among the Parties.

6.3.2.2.3

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.2.4

The Executive Board shall monitor the effective and efficient implementation of the Project.

6.3.2.2.5

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly. The General Assembly may then make a proposal to modify the Consortium Plan to the Funding Authority, in accordance with Article 6.3.1.2. The Executive Board may also propose modifications to Attachment 6 to the General Assembly.

6.3.2.2.6

The Executive Board shall:

- Agree unanimously on the Members of the Project Team, upon a proposal by the Lead Beneficiary. Initial Members of the Project Team are stated in Attachment 6.

- support the Lead Beneficiary in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium Members or proposed by the Funding Authority.

6.3.2.2.7

In the event that the General Assembly considers that tasks should be abolished, the Executive Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Lead Beneficiary

6.4.1

The Lead Beneficiary shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Award Agreement and in this Consortium Agreement.

The lead Beneficiary signs the Award Agreement with the Funding Authority in the name and on behalf of all the Parties. The Parties therefore mandate the Lead Beneficiary to represent them for this purpose

6.4.2

In particular, the Lead Beneficiary 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 certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties 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 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 Lead Beneficiary may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Award Agreement to the Funding Authority in time.

If this delay results in a reduction of the financial contribution by the Funding Authority, the Lead Beneficiary will have the right to reduce the corresponding amount of the financial contribution for the Party concerned.

6.4.3

The Lead Beneficiary 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 this Consortium Agreement.

6.4.4

The Lead Beneficiary shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Award Agreement.

6.4.5

The Lead Beneficiary delegates all operational activities to the Project Team.

6.5 Project Team

The Project Team shall be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 Consortium organization summary

According to Attachment 6

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 Lead Beneficiary 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 Lead Beneficiary nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

In compliance with Appendix 3 of the Award Agreement, each Party shall send details of its justified costs to the Lead Beneficiary, and no later than thirty (30) days after the end of each Reporting Period.

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, unless otherwise agreed in written by the Parties.

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 Lead Beneficiary 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. 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 Lead Beneficiary

In particular, the Lead Beneficiary 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 Lead Beneficiary is a Public Body or is not entitled to do so due to statutory legislation.

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 no later than thirty (30) days after receipt from the Funding Authority and in conformity with the provisions of the Award Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Lead Beneficiary 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 Award Agreement or to a new party which has not yet signed this Consortium Agreement.

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

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 the Award Agreement, with the following additions:

In case of joint ownership, each of the joint owners shall be entitled to exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

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

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results.

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.

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 Results generated by EIFER

The Parties are informed that EIFER is a European Economic Interest Grouping (EEIG) governed by the European Council Regulation no. 2137/85 of 25 July 1985, the German EEIG-implementing statutes (EWIV-Ausführungsgesetz) of 14 April 1988 and the EEIG Formation Agreement dated 28 September 2001 (the EEIG Formation Agreement) and located in Karlsruhe. EIFER was created by Electricité de France (EDF) and the Karlsruhe Institute of Technology (KIT) to develop their scientific collaboration, notably through joint research projects. Due to EIFER's status, Results generated by EIFER in this Project shall be owned by EDF and KIT (listed in Attachment 3 and 4). The Parties may not oppose this transfer.

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 one (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 following provisions.

Prior notice of any planned publication shall be given to the other Parties at least fifteen (15) calendar days before the publication. Any objection to the planned publication shall be made in writing to the Lead Beneficiary and to the Party or Parties proposing the dissemination within ten (10) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (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.

8.5

The objecting Party can request a publication delay of not more than twenty (20) calendar days from the time it raises such an objection. After twenty (20) calendar days the publication is permitted.

8.5.1 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.5.2 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5.3 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.

Notwithstanding, the Lead Beneficiary shall be entitled to use the logos and the name of the Parties for official communications toward Funding Authority.

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 to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add 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. In particular, it could be true when using digital tools services for information sharing, where specific conditions shall be accepted to use the services.

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 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 Reasonable conditions.

9.4.3

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

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 [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Award 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 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

Upon Funding Authority prior agreement of the entry of a new Party, 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 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

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

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

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 fifteen (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 two (2) 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. As an exception, the Beneficiary may disclose Confidential Information to its Affiliated Entities without the prior written consent of the disclosing party on a strict need-to-know basis;
- 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 the Project.

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 Award 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 unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized 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 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)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Copy of the Award Agreement)

Attachment 6 (Consortium organization summary)

Attachment 7 (Scope of Supply)

Attachment 8 (Time / Expense templates)

In case the terms of this Consortium Agreement are in conflict with the terms of the Award Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments (except attachment 5) 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 6.4.3, 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 Lead Beneficiary.

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 authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery.

Other communication:

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

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

Email contact details :

For Dijon : ocodet-hache@metropole-dijon.fr ; naumar@metropole-dijon.fr

For Eifer : Samuel.Thiriot@eifer.org, Gregory.Savidand@eifer.org
and Jessica.pradelles@eifer.org , Heike.stockmann@eifer.org

For EDF : eric.tourte@edf.fr

For Europtimum : juliette.quillot@europtimum.eu

11.4 Assignment and amendments

Except as otherwise provided in this Agreement, 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 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

This Consortium Agreement is drawn up in English, which language is used into the Award Agreement to govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

French language shall otherwise govern all documents, notices, meetings, arbitral proceedings and processes relative between the Parties.

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

To this end, 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 mediation of the General Assembly, with a maximum mediation period of two (2) months.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

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

12 Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives.

The Parties sign this Consortium Agreement electronically, through the service providers FP sign, DocuSign, Yousign, Luxtrust or any digital signature process that ensures the security and integrity of digital copies of the Contract under the conditions provided for by the applicable law and in particular by EU Regulation No. 910/2014 of July 23, 2014. The Parties declare that they are satisfied with these signature procedures and the proof they provide as to the identity of the signatories and the integrity of the Contract. They therefore definitively and irrevocably waive the right to challenge the validity and content of the Contract for any reason related to the use of this process. The Parties have certified the accuracy of the statements made about them before each affixing their signature on a digital tool expressing their consent for the Contract to be legally binding.

DIJON METROPOLE

Signature:

Name: François Rebsamen

Title: President of Dijon Metropole, Mayor of Dijon

Date:

EIFER

Signature:

Name: Dr. Nurten Avci

Title: Director

Date:

EDF

Signature:

Name: xxxxxx

Title: xxxxxx

Date

EUROPTIMUM

Signature:

Name: Thomas Kieffer

Title: Director

Date:

Attachment 1: Background included

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.

PARTY 1

As to DIJON METROPOLE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of DIJON METROPOLE shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results.

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

PARTY 2

As to EUROPTIMUM, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of EUROPTIMUM shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results.

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

PARTY 3

As to EIFER, 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 Award Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Award Agreement)
Energy-Climate Dashboard developed by EIFER and EDF with the financial support to the European Commission in the RESPONSE H2020 project. The Energy-Climate Dashboard is made of: (1) a website with specific ergonomics and sourcecode	Dijon Métropole, partners of the FAAST Project, and actors of the territory to be agreed on between EIFER and Dijon Métropole during the project, will be granted access to the energy-climate dashboard - the website with personal username and possibility to	Dijon Métropole, partners of the FAAST project, and actors of the territory to be agreed on between EIFER and Dijon Métropole during the project, will be granted access to the energy-climate dashboard - the website with personal username and possibility to

<p>(Django CMS, ESRI maps, Plotly graphs)</p> <p>(2) computation of indicators based on expertise (on energy data, GHG emissions, reference methodologies for GHG inventories, heat network data, energy usage such as residential or mobility) and implementation in the form of sourcecode (KNIME workflows, python, R, shell)</p> <p>(3) computed indicators (energy data, GHG data and others) based on open data or data provided by Dijon Métropole under licence of energy providers or partners</p>	<p>create personal spaces</p> <ul style="list-style-type: none"> - the data represented in the form of indicators, with limitations to specific datasets according to regulation and good practices regarding business secret, personal data, and market competition - a description of the methodology used to compute the indicators sufficient to build trust in these indicators <p>Dijon Métropole will be granted access to specifications of the computation of specific (to be agreed between Dijon Métropole and EIFER during the project, notably to preserve confidentiality) energy indicators and/or executable code for integration Dijon Métropole IT architecture.</p>	<p>create personal spaces</p> <ul style="list-style-type: none"> - the data represented in the form of indicators, with limitations to specific datasets according to regulation and good practices regarding business secret, personal data, and market competition - a description of the methodology used to compute the indicators sufficient to build trust in these indicators <p>Dijon Métropole will be granted access to specifications of the computation of specific (to be agreed between Dijon Métropole and EIFER during the project, notably to preserve confidentiality) energy indicators and/or executable code for integration Dijon Métropole IT architecture.</p>
<p>Expert knowledge notably on energy and its usages (including but not limited to residential, electricity, heat networks, mobility), GHG emissions and accounting methods, IT architecture, modeling, scientific computing, market regulation, carbon capture and storage, carbon markets and certification, participatory methods, adaptation to climate change, environmental conditions (such as air quality) and health impact. This list is not complete, and is demonstrated by internal reports, tools, models, corporate or public projects.</p>	<p>The expertise of EIFER will be shared with partners during meetings or through specifications or realizations for the FAASST Project</p>	<p>EIFER proposes to share the use of the Dashboard (website, data, and methodological calculations sufficient to agree on the methodology) during the design of the dashboard, but also during the exploitation phase (which means that EIFER bears the maintenance costs in operational conditions of the solution)</p> <p>EIFER proposes to share, if necessary, the IP describing the processing of certain indicators if Dijon Métropole wishes to internalize the processing for reasons of confidentiality (specific case of Heat Network data at the substation, time step 15 minutes)</p>

For sake of clarity EIFER here above states its Intellectual Property of the Energy-Climate Dash Board , notwithstanding the Intellectual Property of Dijon Metropole regarding to the Dijon Metropole's Energy-Climate Platform, which is fully including the Dijon Metropole's Data Hub.

The Data Hub is to be seen as the “common pot” of data for the territory and Dijon Métropole has mastered the sharing of data with the various projects partners of the territory.

So that Dijon Métropole reciprocally agrees to share access to its Data Hub to EIFER, in order to maintain the data source flow, and indicator calculation by EIFER.

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

PARTY 4

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

FAASST-NZ Project Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Award 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].

DIJON METROPOLE

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]

DIJON METROPOLE
Signature(s)
Name(s)
Title(s)

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

For EIFER :

- Electricité de France S.A. ("EDF"), 22-30, avenue de Wagram, 75382 Paris Cedex 08, France
- Karlsruher Institut für Technologie ("KIT"), Kaiserstraße 12, 76131 Karlsruhe, Allemagne

[Attachment 4: Identified Affiliated Entities according to Section 9.5]

For EIFER :

- Electricité de France S.A. ("EDF"), 22-30, avenue de Wagram, 75382 Paris Cedex 08, France
- Karlsruher Institut für Technologie ("KIT"), Kaiserstraße 12, 76131 Karlsruhe, Allemagne

[Attachment 5 : Copy of the Award Agreement]

(Copy of the Award Agreement)

[Attachment 6 : Consortium Organization Summary]

Consortium bodies – General Assembly :

General Assembly	Consortium Body	
	Leader	Members
	Dijon Metropole	Europtimum Eifer EDF
Chairperson	Mr Fabrice Chatel	
Meetings representatives	Mr Fabrice Chatel	<u>Europtimum :</u> Mr Philip Cordery <u>Eifer :</u> Mr Gregory Savidand <u>EDF :</u> Mr Robert Poggi
Attendees without voting rights	Mrs Oanez Codet Hache Mr Nicolas Aumar	<u>Europtimum :</u> Mrs Juliette Guillot <u>Eifer :</u> M.Samuel Thiriot <u>EDF :</u> Mr Eric Tourte

Meetings:

#1 Project General Assembly:

Participants: General Assembly members

Estimated Duration: 3 - 4 hours

Frequency: once a year (ordinary meeting)

Inputs: regarding subjects listed into § 6.3.1.2 of the Consortium Agreement

Outputs: regarding subjects listed into § 6.3.1.2 of the Consortium Agreement

Consortium bodies – Executive Board :

Executive Board equally called as “Project Management Committee”	Consortium Body	
	Leader	Members
	Dijon Metropole	Europtimum Eifer EDF
Chairpersons	Mrs Oanez Codet Hache Mr Nicolas Aumar	
Meetings representatives	Mrs Oanez Codet Hache Mr Nicolas Aumar	<u>Europtimum</u> : Mrs Juliette Guillot <u>Eifer</u> : Mr Samuel Thiriot <u>EDF</u> : Mr Eric Tourte

Meetings:

#1 Project Management Committee:

Participants: Project Management Committee members

Estimated Duration: 3 - 4 hours

Frequency: every 3 months (ordinary meeting)

Inputs: review of WP progress and WP deliverables, risks and opportunities review, project finance review, project planning review, project communication subjects, relations ship with EIT Climate-KIC

Outputs: to share evolution of the project, to share the evolution of the WP deliverables

Note: depending on the topics, EIT Climate-KIC experts could be invited to the Project Management Committee.

#2 EIT Climate-KIC specific meetings:

eg: Monitoring Evaluation and Learning meetings, Assessment meetings, Boot Camp meetings, Award Agreement negotiation meetings, ..

Participants: several or all Project Management Committee members

Estimated Duration: to be defined

Frequency: on specific demand coming from EIT Climate-KIC

Inputs: depending of the purpose

Outputs: depending of the purpose

Consortium bodies – Project Team :

Project Team	Consortium Body	
	Leader	Members
	Dijon Metropole	-
Chairperson	Mrs Oanez Codet Hache Mr Nicolas Aumar	-
Meetings representatives	Mrs Oanez Codet Hache Mr Nicolas Aumar Internal Trainee Mrs Fabienne Collot	-

Meetings:

#1 Project Weekly meeting:

- Participants: project team
- Estimated Duration: half an hour
- Frequency: every two weeks (Ordinary meeting)
- Inputs: review of the to do list
- Outputs: to do list reviewed

Note: for sake of simplicity, Project Management Committee attendees may attend to the project weekly meeting at their convenience.

#2 Dijon Metropole’s Management Monthly meeting:

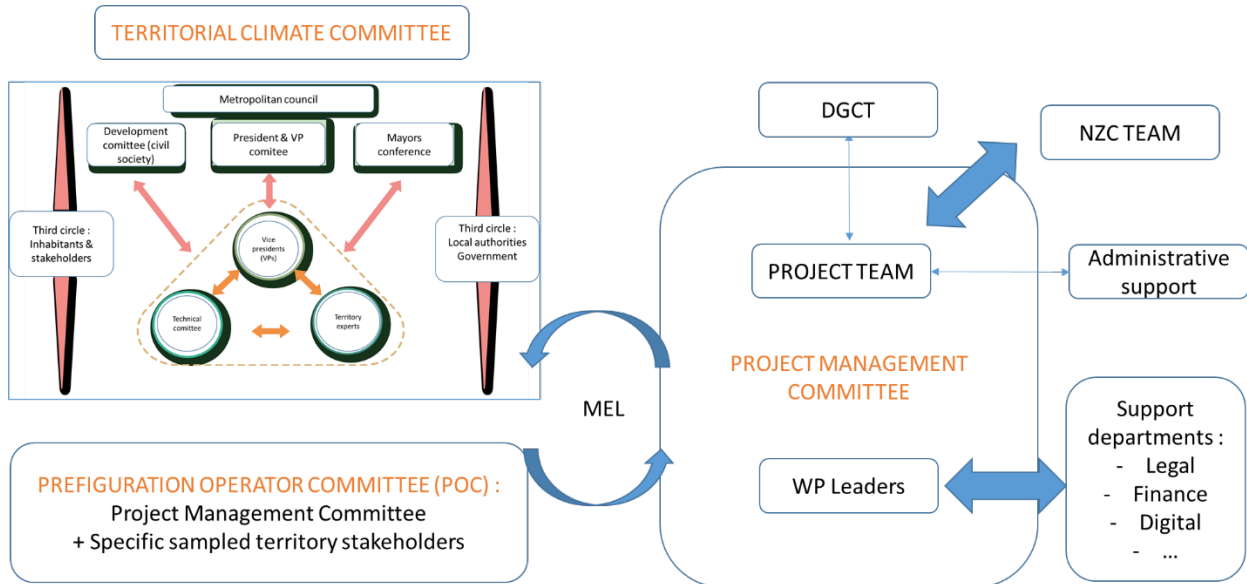
- Participants: project team + DM’s management
- Estimated Duration: one hour
- Frequency: every month
- Inputs: review of the to do list and project, review of WP progress and WP deliverables
- Outputs: to do list reviewed

#3 EIT Climate-KIC Monthly meeting:

- Participants: project team + EIT Climate-KIC team
- Estimated Duration: on hour
- Frequency: every month
- Inputs: review of the to do list
- Outputs: to do list reviewed

Others - Monitoring Evaluation & Learning Process Meetings :

The Executive Board equally called as “Project Management Committee”, could decide as whole or part, to integrate an Operator Prefiguration Committee, to get continuous feedback on the targeted territorial pilot transition projects.



This Operator Prefiguration Committee will capture and disseminate learning notably through development of "sensemaking" sessions to generate valuable and exploitable ideas, refine the course of action, and optimize decision making and capacity building.

This Operator Prefiguration Committee will integrate results and recommendations from the Learning Framework that will be defined in WP6. Hence, the Operator Prefiguration Committee will act as a “Proof of Concept” to create and animate an innovative multi-stakeholder governance approach to coordinate the operational planning and implementation of Dijon Metropole’s climate neutrality trajectory.

Meetings:

#1 Prefiguration Operation Committee:

- Participants: project management committee + specific sampled territory stakeholders
- Estimated Duration: 3-4 hours
- Frequency: every three months
- Inputs: project management WP proposals
- Outputs: comments on jobs, shared ideas to improve the Project and the governance of the transition projects of the territory

[Attachment 7 : Scope of Supply]

Each Party has a specific role as stated hereunder:

- Dijon is acting as the coordinator of the project
- Dijon is implementing territorial impact domains indicators
- Dijon is implementing new territorial governance
- Europtimum is acting as the communication partner of the project
- Eifer determines how the updates of the Energy Climate Platform could be achieved to enlarge the scope of analysis (economy, society, ..) and perform possible updates based on the previous assessment
- EDF is accompanying the project in challenging definition of the territorial governance and update of the energy climate platform

Detailed Scope of Supply is provided in the present Attachment 7, as to "FAASST - Scope of supply.xlsx"

[Attachment 8 : Time / Expense templates]

Notwithstanding respect of the formal process by the parties as stated in section 7 of the Consortium Agreement, each Party must send to the Lead Beneficiary every six (6) months and for each person working on the project :

- The completed and signed time sheet in pdf format
- The corresponding time sheet completed in excel format
- The expense sheet completed and signed in pdf format
- The corresponding expense sheet completed in excel format

All documents will be given to the Lead Beneficiary by each Party no later than thirty (30) days after the end of the corresponding six-month period.

Documents shall be based on the Time / Expense templates provided in the present Attachment 8, as to :

- "FAASST - Expenses_template.xlsx"
- "FAASST - Timesheet__template.xlsx"