

CONSORTIUM AGREEMENT

For Horizon 2020 project

**EUCityCalc – Prospective modelling
tool supporting public authorities in
reaching climate neutrality**

**GRANT AGREEMENT NUMBER:
101022965**

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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 March 31, 2021, hereinafter referred to as the Effective Date

BETWEEN:

Energy Cities / Energie-Cites Association (Energy Cities), the Coordinator (PCO) (“Beneficiary 1”)

Potsdam-Institut fuer Klimafolgenforschung (PIK) e.V. (“Beneficiary 2”)

Climact S.A. (Climact SA) (“Beneficiary 3”)

Carbon Market Watch (CMW) (“Beneficiary 4”)

Riga Municipal Agency “Riga Energy Agency” (REA) (“Beneficiary 5”)

Comune di Mantova (Mantova) (“Beneficiary 6”)

Dijon Metropole (Dijon Metropole) (“Beneficiary 7”)

Agencia de Energia e Ambiente da Arrabida (ENA) (“Beneficiary 8”)

Mesto Zdar nad Sazavou (Zdar) (“Beneficiary 9”)

Sdruzeni Energetickych Manazeru Mest a Obci ZS (SEMMO) (“Beneficiary 10”)

Regionalna Energetska Agencija Sjever (REA North) (“Beneficiary 11”)

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

relating to the Action entitled

EUCityCalc – European City Calculator: Prospective modelling tool supporting public authorities in reaching climate neutrality

in short **EUCityCalc**, 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).

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

“Grant Agreement”:

The Grant Agreement is the funding contract concluded between the EU Commission/Funding Authority and the project partners in March 2021 under the number 101022965, in which the rights and obligations of the contracting parties are regulated.

“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 the Grant Agreement and which may be updated by the Steering Group.

"Funding Authority"

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

“Defaulting Party”

Defaulting Party means a Party which the Steering Group 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.

“Background”

Background means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is held by a Party prior to their accession to the action, and needed for carrying out the project or for exploiting the results of the project. Background is defined by the Parties in the Attachment 1 of this Consortium Agreement.

“Result(s)”

Results means any tangible or intangible output of the Project, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Project as well as any rights attached to them, including Intellectual Property Rights.

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.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator (PCO). 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 Steering Group 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 PCO 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 (PCO) or, if the Coordinator (PCO) is in breach of its obligations, the Party appointed by the Steering Group, 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 Steering Group 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 specified in the Attachment 4 to this Agreement) 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. In case of termination of the agreement towards a certain party, the consortium's co-operation with this party's sub-contractor(s)/affiliated entities automatically ceases as well.

Any Party may modify and/or remove Affiliated Entity/Entities specified in the Attachment 4 to this Agreement by a written notice sent to the other Parties. However, approval of the Steering Group is needed should a Party wish to add a new Affiliated Entity/Entities to a list specified in the Attachment 4 to this 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 Insert: once or twice 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 willful act or gross negligence.

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.

6 Section: Governance structure

6.1. General structure

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

The **Steering Group (hereinafter referred to as "Steering Group" and/or "SG")** is composed of two representatives per partner and acts as the project's decision-making body for strategic decisions. Decisions in the Steering Group are also strived to be taken by consensus, with each partner having one vote. In case consensus is not possible, a 2/3 majority will be required to adopt decisions. However, decisions concerning the addition of a new partner, budget shifts between Parties and the removal of the coordinator require unanimity. The issues subject to adoption by the Steering Group concern substantial administrative changes (such as modifications to the Grant Agreement) and definition of strategic and dissemination orientations.

Project Management Group (hereinafter referred to as "PMG") is the supervisory body for the execution of the Project, which shall report and be accountable to the Steering group. The

Project Management Group (PMG) consists of the Coordinator (PCO) and the Parties acting as WP leaders: PIK, Climact SA, CMW, ENA and REA North.

In the Project delivery, the Project Management Group (PMG) will be responsible for taking operative decisions that don't require escalation to the Steering group. The Project Management Group (PMG) will meet virtually on a monthly basis to discuss operational matters, such as reviewing progress made in WPs, and ensuring coherent interactions between WPs. The Project Management Group (PMG) will strive to take decisions by consensus, but if it is not possible, it will adopt decisions by majority. WP leaders are responsible for overseeing and delivering the activities within their WP and are the first instance for quality control of deliverables of their WP. They are also responsible for supervising the timely delivery of tasks within their WP by task leaders.

Project Coordinator (PCO) (hereinafter referred to as "Coordinator (PCO)") is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator (PCO) 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.

Coordinator (PCO) will assume the responsibilities of coordination and management. The Coordinator (PCO) will oversee the delivery of Project activities, monitoring and reporting of progress, and handle administrative and financial aspects. In terms of financial Project management, the Coordinator (PCO) will manage the overall Project budget, but partners will be responsible to manage their own Project finances in compliance with Grant Agreement requirements. The Coordinator (PCO) will require regular financial updates from partners, on a 6-month basis, to assure sound monitoring and reporting of spending levels, and if needed suggest changes in reallocating resources among partners to be approved by the SG.

The Coordinator (PCO) will manage Project meetings (the Steering Group meetings), and support ENA and REA North in the management of their allocated Project meetings. The Coordinator (PCO) will also manage the meetings of the Project Management Group (PMG). It will be responsible for ensuring the implementation of the decisions taken in the Steering Group and Project Management Group (PMG) meetings by the concerned partners. The PCO will be also the final instance of quality control of deliverables, and the first instance in representing EUCityCalc to the outside. It will also centralize relations with the Project advisory board. Finally, the Coordinator (PC) will centralize all required communications with the funding authority. Project management by the Coordinator (PCO) will follow best practices according to Project Management Institute standards.

6.2. General operational procedures for all Consortium Bodies

6.2.1. Representation in meetings

Any Party which is a member of the any of the defined Consortium Bodies (hereinafter referred to as "Member"):

- should be present or represented at any meeting of the Consortium Bodies;
- may appoint a substitute or a proxy to attend;
- shall participate in a cooperative manner in the meetings, whereby only those Members with voting rights (hereinafter referred to as a "Voting Member") or their nominated substitutes or proxies may vote.

6.2.2. Preparation and organisation of meetings

6.2.2.1. Convening meetings

The chairperson of each Consortium Body shall convene meetings of that Consortium Body as indicated below.

	Ordinary meeting	Extraordinary meeting
Steering Group	Unless otherwise agreed by at least 2/3 (two thirds) of the Steering Group Members, meetings will take place at least twice a year.	At any time upon written request of the Coordinator (PCO) or 1/3 (one third) of the Members of the Steering Group.
Project management group (PMG)	Unless otherwise agreed by at least 2/3 (two thirds) of the PMG, the meetings will take place at least once a month.	At any time at the discretion of the Coordinator (PCO) or upon written request of any Member of the Project Management group (PMG).

6.2.2.2. Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Steering Group	45 calendar days	15 calendar days
Project management group (PMG)	14 calendar days	7 calendar days

6.2.2.3. Sending the agenda

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

Steering Group	21 calendar days, 10 calendar days for an extraordinary meeting
Project management group (PMG)	7 calendar days, 5 calendar days for an extraordinary meeting

6.2.2.4. Adding agenda items:

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

Any Member of each 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.

Steering Group	14 calendar days, 7 calendar days for an extraordinary meeting
Project management group (PMG)	2 calendar days

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda. This new agenda point can only be validly adopted if the decision is subsequently communicated by formal notice to all Members of the applicable Consortium Body that were absent, and no objections are raised by any of these absent parties.

All objections raised need to be communicated to the chairperson by formal notice and if an objection is raised by formal notice the decision cannot be adopted and the agenda topic will be discussed again at the following Meeting.

6.2.2.5. Meetings conditions

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

6.2.2.6. Binding effect of decisions

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

6.2.2.7. Written consultation

Any decision may also be taken without a meeting if the Coordinator (PCO) circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in Section 6.2.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator (PCO) a written notification of this acceptance.

6.2.3. Voting rules and quorum

6.2.3.1. Quorum

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 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 is present or represented.

6.2.3.2. Voting rules

Each Member of a Consortium Body present or represented in the meeting shall have one vote. A Party which the Steering Group has declared according to Section 4.2 to be a Defaulting Party may not vote.

Decisions of the Consortium Bodies shall be taken by a majority of two-thirds (2/3) of the votes cast. However, decisions concerning the addition of a new partner, budget shifts between Parties and the removal of the coordinator require unanimity.

6.2.4. Veto rights

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision. The exercise of a veto shall always be supported by a written justification of the Party exercising the veto delivered within 30 calendar days at the latest after the veto is exercised. This written justification shall be made available to all Parties.

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

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 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.

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.

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

A 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.

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

6.2.5. Minutes of meetings

The chairperson of each Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 10 calendar days of the meeting.

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.

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator (PCO), who shall safeguard them. If requested the Coordinator (PCO) shall provide authenticated duplicates to Parties.

In case of written consultation, the final Minutes shall be sent by the Coordinator (PCO) together with the results, as provided in Section 6.2.2.7.

6.3. Specific operational procedures for the Consortium Bodies

6.3.1. The Steering Group

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

6.3.1.1. Members

The Steering Group shall consist of two representatives of each Party (hereinafter Steering Group Member), whereby each Party shall have one vote. The composition of the SG is set at the Project kick-off meeting, and may be revised following written request by any of the Party any time during the Project duration.

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

The Coordinator (PCO) shall chair all meetings of the Steering Group, unless decided otherwise in a meeting of the Steering Group.

The Parties agree to abide by all decisions of the Steering Group.

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 Steering Group 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 Project Management Group (PMG) shall also be considered and decided upon by the Steering Group.

The Steering Group must:

- a) Maintain the Project vision and articulate the benefits throughout the lifetime of the project;
- b) Maintain a high level of visibility and impetus for the Project especially in an environment of competing city priorities;
- c) Identify and highlight programme benefits and agree the approach to their management, realisation and measurement;
- d) Monitor performance of the Project, ensuring that the work package deliverables and project objectives are achieved;
- e) Confirm the delivery of expected local actions, considering and deciding upon all change proposals made by the Project Management Group (PMG);
- f) Ensure the changes achieved by the Project will be fully adopted at a city and inter-city operational level through setting and implementing a clear communication and exploitation plan;
- g) Clarify and manage impacts and inter-dependencies with cities initiatives;
- h) Ensure partner compliance with the terms of the Grant Agreement and Consortium Agreement including taking decisions arising from any defaults or breaches of obligations by partners, and deciding on any required transfers or reallocation of tasks and actions or termination of either individual partners or the project as a whole;
- i) Be responsible for risk and issue management & conflict resolution at project level.

The following decisions shall be taken by the Steering Group:

6.3.1.2.1. 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);
- Additions to Attachment 4 (Identified Affiliated Entities);

6.3.1.2.2. 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 (PCO);
- 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;

In the case of abolished tasks as a result of a decision of the Steering Group, the Steering Group will rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate project commitments taken prior to the decisions, which cannot be cancelled.

6.3.1.2.3. Appointments

On the basis of the Grant Agreement, the appointment, if necessary, of Project Management Group (PMG).

6.3.2. The Project Management Group (PMG)

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

6.3.2.1. *Members*

The Project management group (PMG) shall consist of the Coordinator (PCO) and the Parties acting as WP leaders: PIK, Climact SA, CMW, ENA and REA North.

The Coordinator (PCO) shall chair all meetings of the Project Management Group (PMG), unless decided otherwise by a majority of two-thirds.

6.3.2.2. Minutes of meetings

The Coordinator (PCO) is responsible for the preparation of Minutes of Project Management Group (PMG) meetings and, once accepted, shall be sent by the Coordinator (PCO) to the Steering Group Members for information.

6.3.2.3. Tasks

The Project Management Group (PMG) shall review products and deliverables and provide guidance for the effective and efficient execution of the project actions, deliverables and benefits in partner cities.

The Project Management Group (PMG) tasks include:

- Agreeing the approach to managing, realising and measuring the benefits to the Cities and the wider project, ensuring that this approach aligns with the Steering Group approach;
- Monitoring the delivery and performance of project local actions;
- Considering change proposals and making recommendations on these for consideration by the Steering Group;
- Ensuring that all proposed changes to the methodology, implementation plan or benefits are referred to the Steering Group for a final decision;
- Ensure that the decisions and directions of the Steering Group are actioned in the cities and that local actions are aligned with the objectives of the project and cross-cutting themes;
- Maintain a high level of visibility and impetus for the cities, especially in an environment of competing city priorities;
- Clarify and manage impacts and inter-dependencies with other cities and city initiatives;

The Project Management Group (PMG) shall seek a consensus among the Parties.

The Project Management Group (PMG) shall be responsible for the proper execution and implementation of the decisions of the Steering Group.

6.4. Project Coordinator (PCO)

The Coordinator (PCO) 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.

In particular, the Coordinator (PCO) 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 are in the sole possession of the Coordinator (PCO) 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 (PCO) may nevertheless submit the other 'Parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

If the Coordinator (PCO) fails in its coordination tasks, the Steering Group may propose to the Funding Authority to change the Coordinator (PCO). In this case, another beneficiary (acting on behalf of the other beneficiaries) must notify the Funding Agency. The notification must include a request for amendment, in which a new coordinator is proposed.

The Coordinator (PCO) 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.

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

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 (PCO) according to:

- The Grant Agreement and its Annexes
- The approval of reports by the Funding Authority, and
- The provisions of payment in Section 7.3.

7.2. Budgeting

The budget set out in Annex 2 of the Grant Agreement 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 PCO.

In particular, the Coordinator (PCO) 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 (PCO) 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:

The Coordinator (PCO) will make all payments without unjustified delay after receipt of the accepted/rejected costs details from the Funding Authority. Payments will be made in accordance with the payment schedule. The payment schedule will be handled according to Article 21 of the Grant Agreement – Payments and Payment Arrangements.

The Coordinator (PCO) 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 (PCO) is entitled to recover any payments already paid to a Defaulting Party. The Coordinator (PCO) 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

The Parties agree on a joint ownership and access to key knowledge developed by the Project and for the duration of the Project. The developed key knowledge will be open-source and not subject to restrictions during the Project. The European City Calculator webtool will be jointly owned by the Parties for the duration of the Project. The Parties agree to provide the scientific publications resulting from its actions under a green open access publishing policy. The Parties further agree to develop during the Project an appropriate licensing framework for exploitation of the European City Calculator webtool. This licensing framework shall be applicable for a period to be defined and agreed on by all Parties for after the Project.

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 Steering Group.

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 shall be given to the other Parties at least 45 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 (PCO) and to the Party or Parties proposing the dissemination within 30 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 90 calendar days from the time it raises such an objection. After 90 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 defense 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.

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 Steering Group 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 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 under the conditions of the Grant Agreement Articles 25.4 and 31.4. if they are identified in the 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 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 Steering Group 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

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 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 Grant 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 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.

10.8

The Parties will at all times comply with the General Data Protection Regulation (GDPR) in its approach to data collection, protection and management, whereby the PCO will be responsible for drawing up the project data management plan.

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)

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.

The Parties are responsible for raising critical difficulties and conflicts. These will be discussed during Steering Group meetings. For serious conflicts, the Coordinator (PCO) will organize the conflict resolution. If required, the matter will be escalated to higher levels in the hierarchy of involved partners, or subject to a decision in any Steering Group meeting.

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 (PCO).

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 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 (PCO). The address list shall be accessible to all Parties.

11.4 Assignment and amendments

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 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 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 laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavor 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 mediation in accordance with the CEDR Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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 in separate signature pages the day and year first above written.

Energy Cities / Energie-Cites Association (Energy Cities)

Signature(s)

A handwritten signature in black ink, appearing to be 'Claire Roumet', written over a horizontal line.

Name(s)

Claire Roumet

Title(s)

Executive Director

Date

22 March 2021

Potsdam-Institut fuer Klimafolgenforschung (PIK) e.V.

Signature(s)

Name(s) Prof. Dr. Ottmar Edenhofer



Title(s) Director

Date 27.05.21

Signature(s)

Name(s) Dr. Bettina Hoerstrup



Title(s) Administrative Director

Date 27.05.21

n.o.
K&L

Climact S.A. (Climact SA)

Signature(s)

A handwritten signature in black ink, appearing to be 'Pascal Vermeulen', written in a cursive style.

Name(s)

Vermeulen Pascal

Title(s)

Managing partner

Date

May 27th, 2021

Carbon Market Watch (CMW)

Signature(s) 

Name(s) Sabine FRANK

Title(s) Executive Director

Date 17 April 2021

Riga Municipal Agency “Riga Energy Agency” (REA)

Signature(s)



Name(s)

Jānis Ikaunieks

Title(s)

Director of Riga Municipal Agency “Riga Energy Agency”

Date:

Riga, April 14th 2021

Comune di Mantova (Mantova)

Signature(s)



Name(s)

Mattia Palazzi

Title(s)



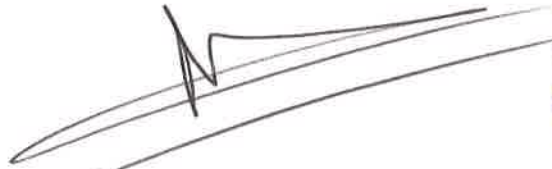
Legal representative (Mayor of the Municipality of Mantova)

Date

14/04/2021

Dijon Metropole (Dijon Metropole)

Signature(s)



Name(s) : Jean-Patrick MASSON

Title(s) : Vice-President of Dijon metropolis

Date : 29/04/2021

Agencia de Energia e Ambiente da Arrabida (ENA)

Signature(s)

A handwritten signature in blue ink, appearing to be 'Sergio Marcelino', written over a horizontal line.

Name(s)

Sérgio Marcelino

Title(s)

President of the Board of Administration

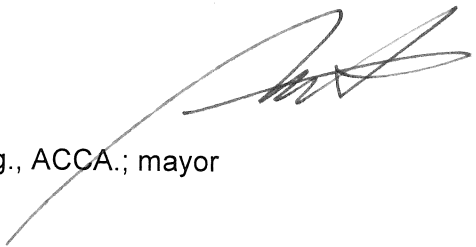
Date

15-03-2021

Mesto Zdar nad Sazavou (Zdar)

Signature(s):

Name(s): Martin Mrkos



Title(s): Ing., ACCA.; mayor

MĚSTO ŽDÁR NAD SÁZAVOU
Žižkova 227 / 1
① ŽDÁR NAD SÁZAVOU
PSC 591 31

Date: 11th May 2021

Sdruzeni Energetickych Manazeru Mest a Obci ZS (SEMMO)

Signature(s)

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a long horizontal stroke and a large loop.

Name(s)

Jaroslav Klusák

Title(s)

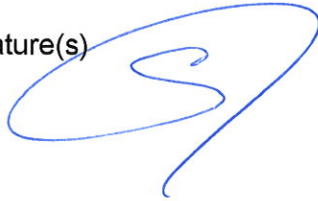
Chairman

Date

12.4.2021

Regionalna Energetska Agencija Sjever (REA North)

Signature(s)

A handwritten signature in blue ink, consisting of a large, stylized 'S' shape with a long, sweeping tail that curves back towards the top of the 'S'.

Name(s)

Ivan Šimić

Title(s)

Managing Director

Date

17 March 2021

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.

The following databases and models are brought by Climact SA to the Project under the “Creative Commons Attribution-NonCommercial-ShareAlike 4.0” license:

- Database of all assumptions and data required to run the X-Calc model
- Knime version of the X-Calc model
- Knime-to-python converter for the X-Calc model
- Python version of the X-Calc model

Additionally, the following software is brought as Background to the Project by Climact SA:

- API to the X-Calc webtool in its national version
- X-Calc webtool in its national version

The abovementioned two software components are brought as Background to the Project by Climact SA under private ownership.

Climact SA will make the X-Calc version adapted to cities, aka the European City Calculator, available under the “Creative Commons Attribution-NonCommercial-ShareAlike 4.0” license, as the abovementioned parts of the modelling suite.

This license shall not apply to separate developments of the X-Calc to other geographical scales or multi-scale, which shall remain under private ownership of Climact SA.

All Parties agree to include as Background to the Project the X-Calc as model and software foundation for the European City Calculator.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

EUCityCalc Consortium Agreement

[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 (PCO) 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 authorized representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

Date

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Date

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

Attachment 4: Identified Affiliated Entities according to Section 9.5

Atmo Bourgogne Franche Comté as linked third party to Dijon Metropole.