

CONSORTIUM AGREEMENT

integRatEd Solutions for **PO**positive e**N**ergy and re**S**ilient
CitiEs

Project Name **RESPONSE**

Grant Agreement 957751

Version 1.5

10/07/2020

Table of Content

CONSORTIUM AGREEMENT 4

1 Section: Definitions 9

2 Section: Purpose 10

3 Section: Entry into force, duration and termination 10

4 Section: Responsibilities of Parties 11

5 Section: Liability towards each other 12

6 Section: Governance structure 13

7 Section: Financial provisions 24

8 Section: Results 26

9 Section: Access Rights 28

10 Section: Non-disclosure of information 32

11 Section: Miscellaneous 33

12 Section Signatures 37

Attachment 1: Background included 91

Attachment 2: Accession document 112

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.4 113

Attachment 4: Identified Affiliated Entities according to Section 9.5 114

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 01/10/2020 hereinafter referred to as the Effective Date

BETWEEN:

1. **EIFER EUROPAISCHES INSTITUT FUR ENERGIEFORSCHUNG EDF KIT EWIV** (hereinafter “**EIFER**” or the “**Coordinator**”), established in Emmy-Noether-Strasse 11, Karlsruhe 76131, Germany VAT number DE814587731 duly represented for the purposes of signing this agreement by M Pascal TERRIEN,
2. **Dijon Métropole** (hereinafter “**DM**”), established in 40, avenue du Drapeau 21000, Dijon France, VAT number R65242100410 duly represented for the purposes of signing this agreement by François Rebsamen,
3. **COMMUNE DE DIJON** (hereinafter “**CDD**”), established in Mairie de Dijon, place de la liberation CS 73310 21033, Dijon France*, VAT number FR46212102313, duly represented for the purposes of signing this agreement by François Rebsamen,
4. **ELECTRICITE DE FRANCE** (hereinafter “**EDF**”), established in AVENUE DE WAGRAM 22, PARIS 08 75008, France, VAT number: FR03552081317, duly represented for the purposes of signing this agreement by M Yves Chevillon
5. **COMMUNAUTE D' UNIVERSITES ET ETABLISSEMENTS UNIVERSITE BOURGOGNE FRANCHE - COMTE** (hereinafter “**UBFC**”), established in 32 Avenue de l'Observatoire, 25000 Besançon, France , VAT number FR37130020910, duly represented for the purposes of signing this agreement by Mr. Luc JOHANN, acting for and through the laboratories :
 - Biogéosciences, jointly operated by CNRS and Université de Bourgogne (uB);
 - Connaissance et Intelligence Artificielle Distribuées (CIAD), jointly operated by Université de Bourgogne (uB) and Université de Technologie Belfort-Montbéliard (UTBM);
 - Centre Innovation & Droit (CID), operated by Université de Bourgogne (uB).
6. **ENEDIS** (hereinafter “**ENEDIS**”), established in 34 place des Corolles, Paris-la-Défense (92079), France, VAT number FR 66444608442, duly represented for the purposes of signing this agreement by Laurent PERRAULT,
7. **GRAND DIJON HABITAT** (hereinafter “**GDH**”), established in 2 BIS RUE MARECHAL LECLERC, BP 87027, 21000, DIJON France, VAT number FR68344897616, duly represented for the purposes of signing this agreement by Jean-François Macaigne Directeur Général of Grand Dijon Habitat,

8. **ORVITIS** (hereinafter "**ORVITIS**"), established in 17 BV VOLTAIRE, BP 90104, 21001, DIJON France, VAT number FR55272100017, duly represented for the purposes of signing this agreement by Christophe Berion,
9. **BOUYGUES CONSTRUCTION** (hereinafter "**BOUYGUES**"), established in avenue Eugène Freyssinet 1, 78280, GUYANCOURT France, VAT number FR70552045999, duly represented for the purposes of signing this agreement by Christian Denacquard,
10. **FAFCO** (hereinafter "**FAFCO**"), established in 5C Rue du Point du Jour, 21800, CHEVIGNY-SAINT-SAUVEUR France, VAT number FR32824569297, duly represented for the purposes of signing this agreement by Guillaume Bourtourault,
11. **ATMO BOURGOGNE FRANCHE COMTE** (hereinafter "**ATMO**"), established in 37 RUE BATTANT, 25000, BESANCON France, duly represented for the purposes of signing this agreement by Francis Schweitzer,
12. **ONYX SOLAR ENERGY SL** (hereinafter "**ONYX**"), established in CALLE RIO CEA 1 NAVE H6 POLIGONO INDUSTRIAL LAS HERVENCIAS, 05004, AVILA Spain, VAT number ESB05220553, duly represented for the purposes of signing this agreement by Alvaro Beltran,
13. **CORIANCE** (hereinafter "**CORIANCE**"), established in 10 ALLEE BIENVENUE IMMEUBLE HORIZON 1, 93160, NOISY LE GRAND France, VAT number FROJ412561706, duly represented for the purposes of signing this agreement by Emmanuel Blanc,
14. **OGGA** (hereinafter "**OGGA**"), established in 96 BOULEVARD VIVIER MERLE IMMEUBLE LE FONTENOY, 69003, LYON France, VAT number FR49807516638, duly represented for the purposes of signing this agreement by Lada Plyatsok,
15. **CNET SVENSKA AB** (hereinafter "**CNET**"), established in SVARDVAGEN 3A, 182 33, DANDERYD Sweden, VAT number SE556506119801, duly represented for the purposes of signing this agreement by Peter Rosengren,
16. **Civocracy B.V.** (hereinafter "**CIVOOCR**"), established in EMMASTRAAT 20, 7573 BB , OLDENZAAL Netherlands, VAT number NL855198825B01, duly represented for the purposes of signing this agreement by Chloé Pahud,
17. **SARL NANOSENSE** (hereinafter "**NS**"), established in rue de Bellevue 123, 92100 , BOULOGNE France, VAT number FR35444396519, duly represented for the purposes of signing this agreement by Olivier Martimort,
18. **K.I.D.S A.I'S** (hereinafter "**WITTYM**"), established in RUE SULLY 64A, 21000 , DIJON France, VAT number FR10877577494, duly represented for the purposes of signing this agreement by James Grivet,
19. **PANGA** (hereinafter "**PANGA**"), established in 1 RUE FLEMING, 17000 , LA ROCHELLE Nouvelle Aquitaine, VAT number FR08813476660, duly represented for the purposes of signing this agreement by Cyril BANOS (CEO)

20. **CITY OF TURKU** (hereinafter "**TURKU**"), established in YLIOPISTONKATU 27 A, 20100, TURKU Finland, VAT number FI02048198, duly represented for the purposes of signing this agreement by Tuomas Heikkinen,
21. **Teknologian tutkimuskeskus VTT Oy** (hereinafter "**VTT**"), established in Tekniikantie 21, 02150 Espoo, Finland, VAT number FI26473754, duly represented for the purposes of signing this agreement by Vice President Tuula Mäkinen,
22. **TURUN AMMATTIKORKEAKOULU OY** (hereinafter "**TUAS**"), established in JOUKAHAISENKATU 3A, 20520, TURKU Finland, VAT number FI25281603, duly represented for the purposes of signing this agreement by rector and president M Vesa Taatila,
23. **Turun Ylioppilaskyläsäätiö** (hereinafter "**TYS**"), established in YO-KYLA 12 A, TURKU Finland, VAT number FI01423486, duly represented for the purposes of signing this agreement by Joonas Rantala,
24. **OY TURKU ENERGIA - ABO ENERGI AB** (hereinafter "**TUR-ENRG**"), established in LINNANKATU 65, PL 105, 20100, TURKU Finland, VAT number FI09849449, duly represented for the purposes of signing this agreement by Antto Kulla,
25. **ILMATIETEEN LAITOS** (hereinafter "**FMI**"), established in Erik Palmenin aukio 1, 00560, HELSINKI Finland, VAT number FI02446647, duly represented for the purposes of signing this agreement by Hannele Korhonen,
26. **HögforsGST Oy** (hereinafter "**HOGFORS**"), established in Koskentie 65, 79100, LEPPAVIRTA Finland, VAT number FI19163918, duly represented for the purposes of signing this agreement by Antti Hartman,
27. **Elisa LTD** (hereinafter "**ELISA**"), established in Ratavartijankatu 5, 00520, HELSINKI Finland, VAT number FI01165106, duly represented for the purposes of signing this agreement by Juha Laukkanen,
28. **ELCON SOLUTIONS OY** (hereinafter "**ELCON**"), established in Pyhan Katariinan Tie 306-308, 20760, PIISPANRISTI Finland, VAT number FI20424775, duly represented for the purposes of signing this agreement by Rainer Nurkkala,
29. **Solar Finland Oy** (hereinafter "**SF**"), established in Salorankatu 5-7, po box: 000, 24240, SALO Finland, VAT number FI27659294, duly represented for the purposes of signing this agreement by Anu Areva,
30. **SUNAMP LIMITED** (hereinafter "**SUN**"), established in 1 Satellite Park EH33 1RY, MACMERRY, United Kingdom, VAT number GB932197615, duly represented for the purposes of signing this agreement by Maurizio Zaglio,
31. **eGain International AB** (hereinafter "**EGAIN**"), established in Faktorvagen 9, 434 37, KUNGSBACKA, Sweden, VAT number SE556792700801, duly represented for the purposes of signing this agreement by Fredrik Grahn
32. **TURUN YLIOPISTO** (hereinafter "**UTU**"), established in YLIOPISTONMAKI, po box: 000, 20014, Turku, Finland, VAT number FI02458963, duly represented for the purposes of signing this agreement by Vice Rector Kalle-Antti Suominen

33. **Oilon Technology Oy** (hereinafter **"OILON"**), established in METSA PIETELINKATU 1, po box: P.O.Box 5, 15800, LAHTI, Finland, VAT number FI27344284, duly represented for the purposes of signing this agreement by Juha Aaltola
34. **Turku City Data Oy** (hereinafter **"TCD"**), established in YLIOPISTONKATU 27A, po box: 000, 20100, TURKU, Finland, VAT number FI29983821, duly represented for the purposes of signing this agreement by Jussi Vira,
35. **Sähkö-Jokinen OY** (hereinafter **"SAH-JOK"**), established in RAUHALAMMINTIE 13, 29600, NOORMAARKU, Finland, VAT number FI05117099, duly represented for the purposes of signing this agreement by Lasse Jokinen,
36. **HR-Ikkunat Ruhkala Oy** (hereinafter **"HR-IK"**), established in Rautiontie 344, po box: 85140, 85140, TYNKA, Finland, VAT number FI19109241, duly represented for the purposes of signing this agreement by Sami Mölsä,
37. **FERROAMP ELEKTRONIK AB** (hereinafter **"FERROAMP"**), established in DOMNARVSGATAN 16, 163 53, SPANGA, Sweden, VAT number SE556805702901, duly represented for the purposes of signing this agreement by Bjorn Jernstrom,
38. **VILLE DE BRUXELLES** (hereinafter **"BRU"**), established in BOULEVARD ANSPACH 6, 1000, BRUXELLES, Belgium, VAT number BE0207373429, represented by its Board of Mayor and Aldermen, in which name are signing: Fabian MAINGAIN, alderman for Smart City, and Luc SYMOENS, City Secretary, in execution of a decision of the City Council of 29th of June 2020
39. **Up4North** (hereinafter **"UP4N"**), established in RUE DU PROGRES 80, 1030, BRUSSELS, Belgium, duly represented for the purposes of signing this agreement by Amaury de Crombrughe,
40. **AYUNTAMIENTO DE ZARAGOZA** (hereinafter **"ZGZ"**), established in PLAZA DEL PILAR 18, 50071, ZARAGOZA, Spain, VAT number ESP5030300G, duly represented for the purposes of signing this agreement by Daniel Sarasa,
41. **Municipiul Botosani** (hereinafter **"PMB"**), established in 1 PIATA REVOLUTIEI, 710236, BOTOSANI, Romania, duly represented for the purposes of signing this agreement by Catalin Mugurel Flutur,
42. **INSTITUTULUI NATIONAL DE CERCETARE DEZVOLTARE PENTRU INGENERIE ELECTRICA ICPE-CA BUCURESTI** (hereinafter **"ICPE-CA"**), established in SPLAIUL UNIRII 313 SECTOR 3, 030138, BUCURESTI, Romania, VAT number RO13827850, duly represented for the purposes of signing this agreement by Sergiu Nicolaie,
43. **EORDAIA MUNICIPALITY** (hereinafter **"EORDAIA"**), established in 25IS MARTIOU 25, 502 00, PTOLEMAIDA, Greece, VAT number EL998054361, duly represented for the purposes of signing this agreement by Aikaterini Itskou,
44. **MUNICIPALITY OF GABROVO** (hereinafter **"MOG"**), established in VAZRAZHDANE SQ 3, 5300, GABROVO, Bulgaria, VAT number BG000215630, duly represented for the purposes of signing this agreement by Tanya Hristova,

45. **INNOVATIVE ENERGY AND INFORMATION TECHNOLOGIES LTD** (hereinafter “**IEIT**”), established 11 “Magnauska shkola” Str., Hi Tech Park IZOT, office 316, 1784, Sofia, Bulgaria, VAT number BG204811010, duly represented for the purposes of signing this agreement by Mimi Georgieva Markova,
46. **REGIONAL DEVELOPMENT AGENCY OF LUGANSK REGION**(hereinafter “**DITA**”), established in CENTRAL AVENUE 59, 93406, SIEVERODONETSK, Ukraine, duly represented for the purposes of signing this agreement by Borys Chervonnyi,
47. **ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS** (hereinafter “**CERTH**”), established in 6th Km Charilaou - Thermi Road, Thermi Thessaloniki, 57001, Greece VAT number EL099785242 duly represented for the purposes of signing this agreement by Dr. Athanasios G. Konstandopoulos, Director of Central Directorate & Chairman of the Board of the Directors,
48. **FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS** (hereinafter “**CIRCE**”), established in Parque Empresarial Dinamiza, Avda. Ranillas 3D, 1ª Planta, 50018 Zaragoza, Spain, VAT number ESG50556091, duly represented for the purposes of signing this agreement by Andrés Llombart, Director General, and Elena Calvo, Innovation Management Unit Director, or his authorised representatives,
49. **RINA CONSULTING SPA** (hereinafter “**RINA-C**”), established in VIA CECCHI 6, po box: 000, 16129, GENOVA, Italy, VAT number IT03476550102, duly represented for the purposes of signing this agreement by Donato Zangani,
50. **SOCIEDADE PORTUGUESA DE INOVACAO CONSULTADORIA EMPRESARIAL E FOMENTO DA INOVACAO SA** (hereinafter “**SPI**”), established in AV MARECHAL GOMES DA COSTA 1376 PORTO CONCELHO FOZ DO DOURO, po box: 000, 4150 356, PORTO, Portugal, VAT number PT503821012, duly represented for the purposes of signing this agreement by Augusto Eduardo Guimaraes de Medina,
51. **UNIVERSIDAD PONTIFICIA COMILLAS** (hereinafter “**COMILLAS**”), established in CALLE ALBERTO AGUILERA 23, 28015, MADRID, Spain, VAT number ESR2800395B, duly represented for the purposes of signing this agreement by Julio L. Martínez Martínez,
52. **LLC "iSolutions"** (hereinafter “**ISOLUT**”), established in 6 Strokacha street, Kyiv, 03148, Ukraine, without VAT number and with registration number 37589041, duly represented for the purposes of signing this agreement by Dr. Igor Kotsiuba, Director of iSolutions LLC
53. **NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA** (hereinafter “**NTUA**”), established in 9 Heroon Polytechniou Str., Zographou - Athens, po box: 15780, Athens, Greece, VAT number EL099793475, duly represented for the purposes of signing this agreement by Prof. Ioannis K. Chatjigeorgiou, Vice-Rector for Research and Lifelong Education,

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

relating to the Action entitled

integRatEd Solutions for POsitive eNergy and reSilient CitiEs

in short

RESPONSE

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

"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 Consortium Plenary Board.

"Funding Authority"

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

“Defaulting Party”

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

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Software”

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

2 Section: Purpose

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

3 Section: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly 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. 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, Personal Data 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 Consortium Plenary Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Consortium Plenary Board, 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 Consortium Plenary Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

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

5 Section: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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.

Each Party will be solely responsible for any damage caused to the Funding Authority as a result of its implementation of the Project or because, due to this Party, the Project was not implemented in full compliance with the Grant Agreement and it will be responsible for paying the damages claimed from it to the Funding Authority.

5.4 Force Majeure

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay.

Neither Party shall be responsible for delays or failure to perform any of its obligations herein (other than payment obligations) resulting from or in connection with acts, events or circumstances beyond the reasonable or foreseeable control of such Party. Such acts shall include, but shall not be limited to, acts of God (including earthquakes, hurricanes and volcanic eruptions), strikes, lockouts, riots, civil unrest, civil protests, acts of war, epidemics (including communicable disease outbreaks and public health emergencies), governmental regulations superimposed after the fact, fire, communication line failures, power failure, or other disasters, whether such acts have been identified, declared or accepted as such under the relevant law or not.

In such circumstances as listed above, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if in the reasonable opinion of the affected Party performance of the Consortium Agreement is substantially prevented for a continuous period of six (6) weeks from the date on which such performance was initially due by virtue of any of the aforesaid events, then either Party may terminate this Consortium Agreement by written notice to the other.

Parties will use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations. In particular, the Parties will cooperate in good faith to adopt together some mitigation measures in order to decrease the impact of the Force Majeure event, such as remote working, off or nearshoring, etc, as far as they are proportionate, adequate and in compliance with the law.

6 Section: Governance structure

6.1 General structure

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

- The **Consortium Plenary Board** (hereinafter “**CPB**”) as the ultimate decision-making body of the consortium,
- The **Project Steering Committee** (hereinafter “**PSC**”) as the supervisory body for the execution of the Project which shall report to and be accountable to the Consortium Plenary Board
- The **Technical & Innovation Board** (hereinafter “**TIB**”) as the responsible body for monitoring the technical and innovation progress of the activities,
- The **Site Management & Replication Board** (hereinafter”**SMRB**”) as the responsible of body for the activities of replication,
- The **External Advisory Board** (hereinafter “**EAB**”) to assist and facilitate the decision of the PSC.

The organizational structure of the Consortium shall also comprise the following roles:

- The **Project Coordinator** (hereinafter “**PC**”);
- The **Financial and Administrative Manager** (hereinafter “**FAM**”);
- The **Lighthouse City Site Managers** (hereinafter “**LCSM**”);
- The **Technical and Innovation Manager** (hereinafter “**TIM**”);
- The **Communication & Dissemination Manager** (hereinafter “**CDM**”);
- The **Exploitation Manager** (hereinafter “**EM**”);
- The **Regulation & Standards Manager** (hereinafter “**RSM**”);
- The **Quality, Risk & Ethics Manager** (hereinafter “**EQRM**”);
- The **Business Modelling Manager** (hereinafter “**BMM**”);
- The **Monitoring and Evaluation Manager** (hereinafter “**MEM**”);
- The **Citizen Engagement Manager** (hereinafter “**CEM**”);
- The **Advisor on EU Data Protection Law** (hereinafter “**ADPL**”);
- **The Fellow Cities Site Managers** (hereinafter “**FCSM**”);
- **The Replication Manager** (hereinafter “**RM**”);
- **The Demonstrator Coordinator** (hereinafter “**DC**”);

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

6.2 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.

6.2.2 Preparation and organisation 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
Consortium Plenary Board	At least once every year	At any time upon written request of any Member, of the PSC or 1/3 of the Members of the CPB
Project Steering Committee	at least every three months	at any time upon written request of any Member, in order to provide quick and efficient response to the events that will arise during the project.

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

Consortium Plenary Board	14 calendar days	7 calendar days
Project Steering Committee	14 calendar days	7 calendar days

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 (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Consortium Board	Plenary	14 calendar days, 7 calendar days for an extraordinary meeting
Project Committee	Steering	7 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.

Consortium Board	Plenary	14 calendar days, 7 calendar days for an extraordinary meeting
Project Committee	Steering	2 calendar days

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. If this new item ultimately requires a decision, a new meeting could be organized to vote on it.

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

Any decision may also be taken without a meeting if the PC 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 article 6.2.4.4, 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 PC a written notification of this acceptance.

6.2.3 Voting rules and quorum

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 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 CPB has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

For the CPB, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

For the PSC, decisions shall be taken unanimously. If unanimity cannot be reached, the members of the PSC shall re-discuss the item and put it back to a vote.

6.2.4 Veto rights

6.2.4.1

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of 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 10 calendar days of the meeting.

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Consortium Plenary Board (CPB)

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 CPB shall consist of one representative of each Party (hereinafter "CPB Member"). The CPB is chaired by the PC.

6.3.1.1.2

Each CPB 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 PC shall chair all meetings of the CPB, unless decided otherwise in a meeting of the CPB.

6.3.1.1.4

The Parties agree to abide by all decisions of the CPB. 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 CPB shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. The CPB shall try to follow the recommendations issued by the PSC, following closely the daily implementation of the project.

The following decisions shall be taken by the CPB :

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)

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 PC
- 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

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- External Advisory Board Members
- 5 Transformation Experts Groups

6.3.2 The Project Steering Committee (PSC)

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

6.3.2.1 Members

The following are members of the PSC:

- The Project Coordinator (with or without its deputy)
- The Financial Manager
- The Technical & Innovation Manager (with or without its deputy)
- The Communication & Dissemination Manager
- The Exploitation Manager
- The Regulation & Standards Manager
- The Quality, Risk & Ethics Manager
- The Lighthouse City Site Managers
- The Replication Manager

Work Package leaders can be invited to participate to the PSC meetings if deemed necessary by the Project Coordinator.

6.3.2.2 Minutes of meetings

Minutes of PSC meetings, once accepted, shall be sent by the PC to the CPB Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The PSC shall prepare the meetings, propose decisions and prepare the agenda of the CPB according to Section 6.3.1.2.

6.3.2.3.2

The Project Steering Committee (PSC), chaired by the PC, is responsible for :

- Resolving major technical issues
- Defining the strategies and time plan
- Defining best practices for the right technical execution of the project
- Monitoring the project's performance
- Managing the technical audits
- Supervising the preparation of the deliverables
- Ensuring the daily management of the project
- Monitoring the progress of the actions in the Lighthouse Cities
- Agreeing on the Members of the External Advisory Board upon a proposal by the Coordinator.
- Decision to put at the CPB agenda the entry/withdrawal of a Party
- Resolving problem about GDPR upon proposal of the SMRB
- Propose to the CPB names for the 5 Transformation Exis Experts groups

Reasons for any deviations from the project plan will be identified and the necessary corrective actions will be agreed by the PSC, resolving any differences between Parties as they arise. Major changes in the project plan (e.g. reallocation of resources) may be decided within the PSC.

6.3.3 The Technical & Innovation Board (TIB)

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

6.3.3.1 Members

It consists of :

- The Technical & Innovation Manager
- The Demonstrator Coordinator
- 5 Transformation Axis Experts groups

6.3.3.2 Tasks

TIB is responsible for monitoring the technical and innovation progress of the respective activities under the 5 Transformation Axis of the project, diagnosing the continuous evolved market needs and continuously updating the main goals of the project in order to follow and fulfil the continuous market changes. For the sake of clarity the TIB has no decision-making powers.

6.3.4 The Site Management & Replication Board (SMRB)

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

6.3.4.1 Members

- the Replication Manager (RM) who will be responsible for the overall planning and coordination among the LH and FC cities for the smooth rollout of the replication roadmap.
- be the Business Modelling Manager (BMM) will be responsible for the coordination of development of the innovative business models of the different RESPONSE integrated solutions.
- the Monitoring and Evaluation Manager (MEM) will provide oversight for a program's planning, evaluation, knowledge management and monitoring.
- be the Citizen Engagement Manager (CEM) will be responsible for coordination of citizen engagement and co-creation methodologies to ensure citizen-driven focus and community empowerment in support of development of business models.
- the Advisor on EU Data Protection Law (ADPL) who will be responsible for providing advice on legal and regulatory, privacy and regulatory provisions on privacy and data protection, against which the impact of the RESPONSE will be assessed.
- the Lighthouse City Site Managers (LCSM) as well as the Fellow Cities Site Managers (FCSM) will be responsible for representing and coordinating the activities within the local city ecosystems, as presented in the table below:

Dijon LH Site Manager		Turku LH Site Manager
Mrs Oanez CODET-HACHE (DM)		Mr Björn Grönholm (Turku)
Brussels FC Site Manager	Zaragoza FC Site Manager	Botosani FC Site Manager
Mrs. Filis Zümbütlas	Mr. Daniel Sarasa Funes	Mrs. Camelia Harcota
Ptolemaida FC Site Manager	Gabrovo FC Site Manager	Severodonetsk FC Site Manager
Mrs Katerina Itskou	Dr. Desislava Koleva	Dr. Tetiana Biloborodova

6.3.4.2 Tasks

The Site Management & Replication Board (SMRB) is led by the Replication Manager (RM), liaises and reports to the Demonstration Coordinator (DC) and aims to:

- Overall planning and coordination among the LH and FC cities for the smooth rollout of the replication roadmap;
- Coordination of development of the innovative business models of the different RESPONSE integrated solutions.
- Provision of oversight for a program's planning, evaluation, knowledge management and monitoring.
- Coordinating citizen engagement and co-creation methodologies to ensure citizen-driven focus and community empowerment in support of development of business models;
- Providing advice on legal and regulatory, privacy and regulatory provisions on privacy and data protection, against which the impact of the RESPONSE will be assessed.
- Providing a detailed proposition about GDPR problem to the PSC that requires a decision

For the sake of clarity the SMRB has no decision-making powers.

6.4 Project Coordinator: PC

6.4.1

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

6.4.2

In particular, the PC 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 PC 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 PC may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3

If the PC fails in its coordination tasks, the Consortium Plenary Board may propose to the Funding Authority to change the PC.

6.4.4

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

6.4.5

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

6.9 Financial & Administrative Manager

The Financial Manager (FAM) assists the Project Coordinator in the financial management of the project as a whole and gives guidelines to all partners concerning financial issues and reporting.

6.10 Lighthouse City Site Managers

The Lighthouse City Site Managers (LCSM) are responsible for representing and coordinating the activities within their local city ecosystems:

Dijon Lighthouse City: one representative of Dijon Metropolis and one representative of EDF;

Turku Lighthouse City: one representative of City of Turku and one representative of VTT.

Lighthouse City Site Managers participate to the PSC meetings.

They assist the Project Coordinator and the Financial and Administrative Manager from EIFER in all necessary activities in relation with:

- i) the financial reporting, by ensuring the on-time preparation and submission of the financial statements from the local ecosystem for each periodic report (Dijon Metropolis for partners involved at Dijon level and City of Turku for partners involved at Turku level);
- ii) the technical reporting, by supporting their local ecosystem in the preparation of their contribution to the periodic technical reports (EDF for partners involved at Dijon level and VTT for partners involved at Turku level)". Lighthouse City Site Managers report to the PSC regarding issues related to the reporting requirements.

6.11 Technical & Innovation Manager

The Technical & Innovation Manager (TIM) assists the PC in technical and operational matters of the project (e.g. strategic decisions on technical choices). The TIM is also responsible for coordinating the innovation management policy as well as the 5 expert groups representing the 5 RESPONSE Transformation Axis.

6.12 Communication & Dissemination Manager

The Communication & Dissemination Manager (CDM) is responsible for the effective implementation of the project's Dissemination and Communication activities.

6.13 Exploitation Manager

The Exploitation Manager (EM) is, together with CDM, responsible to maximize the project's impact. Whilst the CDM will manage the outreach of the project results to a wide audience, the EM will focus (with the support of the BMM) on business and market aspects associated to

RESPONSE results, to ensure the continuity beyond the project completion without the need for external public funding.

6.14 Regulation & Standards Manager

The Regulation & Standards Manager (RSM) is responsible for dealing with interoperability and standards issues associated to the deployment of RESPONSE tools and actions.

6.15 Quality, Risk & Ethics Manager

The Quality, Risk & Ethics Manager (QREM) is responsible for quality and timely delivery of required reports, identification of main areas of possible risks and promotion of appropriate contingency activities. He will further be responsible for ethics, privacy, legal and regulatory management in the project.

6.16 Business Modelling Manager

The Business Modelling Manager (BMM) is responsible for the coordination of development of the innovative business models of the different RESPONSE integrated solutions.

6.17 Monitoring and Evaluation Manager

The Monitoring and Evaluation Manager (MEM) is responsible for providing oversight for a program's planning, evaluation, and knowledge management and monitoring.

6.18 Citizen Engagement Manager

The Citizen Engagement Manager (CEM) responsible for coordination of citizen engagement and co-creation methodologies to ensure citizen-driven focus and community empowerment in support of development of business models.

6.19 Advisor on EU Data Protection Law

The Advisor on EU Data Protection Law (ADPL) is responsible for providing advice on legal and regulatory, privacy and regulatory provisions on privacy and data protection, against which the impact of the RESPONSE will be assessed.

6.20 Fellow Cities Site Managers

The Fellow Cities Site Managers (FCSM) are responsible for representing and coordinating the activities within the local city ecosystems.

6.21 External Advisory Board

An External Advisory Board (EAB) will be appointed and steered by the Project Steering Committee (PSC), bringing together well distinguished stakeholders and experts.

The PSC will liaise with the EAB to ensure all stakeholders are involved in decision making. Its main purpose is to provide RESPONSE with inputs on activities and results from the perspective of its main stakeholders. The EAB will not have decision authority in the project but will provide advice and feedback on the activities and results of RESPONSE.

Annual meetings will be held between the representatives of the EAB and the PSC. The Project Coordinator will ensure that a non-disclosure commitment letter is executed by each EAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The PC shall write the minutes of the EAB meetings and prepare the implementation of the EAB's suggestions. For the sake of clarity the EAB role is of an advisory nature only.

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

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement,

bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

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

7.3 Payments

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

In particular, the PC 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 PC 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:

- Pre-financing received at project start, and interim payments will be paid in separate installments as follows:
 - o 70% will be paid with minimum delay, but not later than forty five (45) calendar days from receipt thereof from the Funding Authority
 - o 30% is maintained at the coordinator's account and will be paid after 12 months upon decision of the PSC regarding the fulfilment of work and deliverables as planned in the RESPONSE work plan and consumption of a partner's funding during the period. The decision will be based upon reporting provided in meetings and in writing.
- Final payments will be paid to Parties with minimum delay, but not later than forty five (45) calendar days upon receipt thereof from the Funding Authority.
- At the beginning of the project, the first pre-payment will be at the level of 70% of the payment account received from the Funding Authority by the PC. Other payments will be done following a mechanism of every 18 months in conformity with the decisions of the Consortium Plenary Board. Costs accepted by the Funding Authority will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

The PC 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 PC is entitled to recover any payments already paid to a Defaulting Party. The PC 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 Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

8.3 Ownership of Results generated by EIFER and by UBFC

The Parties are informed that EIFER is an EEIG created by Electricité de France S.A. (EDF), and KIT, Karlsruher Institut für Technologie (KIT). Due to EIFER's status, Results generated by EIFER in this Project shall be owned by EDF and KIT.

Therefore the Parties hereby :

agree that EDF and KIT, shall be the owner (s) of the Results generated by EIFER, waive their right as defined in the Grant Agreement in Article 30.1, to prior notice and their right to object the transfer to EDF and KIT of the Intellectual Property Rights generated by EIFER.

The Parties are informed that UBFC, as a "Communauté d'université" , must transfer all its Results (its own Results and shares of common Results developed with other Parties) to its members on whose behalf it is acting in this Project.

Therefore the Parties hereby agree that :

- Université de Bourgogne (uB), CNRS and Institut de Recherche pour le Développement (IRD); for the laboratories "Biogéosciences" and UMMISCO;
- Université de Bourgogne (uB) and Université de Technologie Belfort-Montbéliard (UTBM); for the laboratory "Connaissance et Intelligence Artificielle Distribuées (CIAD)",
- Université de Bourgogne (uB) for the laboratory " Centre Innovation & Droit (CID)",

shall be the owner (s) of the Results generated by UBFC, waive their right as defined in the Grant Agreement in Article 30.1, to prior notice and their right to object the transfer to those members of the Intellectual Property Rights generated by UBFC.

8.4 Transfer of Results

8.4.1

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

8.4.2

Each Party 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.

8.4.3

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 CPB.

8.4.4

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.

8.4.5

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

8.5 Dissemination

8.5.1

For the avoidance of doubt, nothing in this Section 8.5 has impact on the confidentiality obligations set out in Section 10.

8.5.2 Dissemination of own Results

8.5.2.1

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 PC 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.

8.5.2.2

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.

8.5.2.3

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.

8.6

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.

8.6.1 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.

8.6.2 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. The provisions of Sections 8.5 and 8.6 shall not hinder the obligation on any person participating in the project to submit activity reports to the organization (s)he is accountable to.

8.6.3 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 Consortium Plenary Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

Access rights to Results for internal research activities 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.

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.

9.6.2 Access Rights to EDF and KIT

The Parties agree that the Grant Agreement and this Consortium Agreement provisions about Access Rights to Background and Results, including but not limited to Articles 25 and 31 of the Grant Agreement, apply to EDF and KIT. Concerning these Access Rights, EDF and KIT have the same obligations as the other Parties.

9.6.3 Access Rights to the members of UBFC

The Parties agree that the Grant Agreement and this Consortium Agreement provisions about Access Rights to Background and Results, including but not limited to Articles 25 and 31 of the Grant Agreement, apply to the members of UBFC. Concerning these Access Rights, the members of UBFC have the same obligations as the other 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 Consortium Plenary Board 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 30 (thirty) 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.

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.

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 PC.

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 PC. 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 Personal Data

Each Party undertakes to comply fully with EU's General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (hereinafter the "GDPR") on the protection of individuals with regard to the processing of personal data and the free movement of such data.

When it is the controller within the meaning of the GDPR, each Party shall take all necessary measures, in particular to ensure that it, its staff and any service providers comply with the principles of lawfulness, fairness and transparency of processing operations vis-à-vis data subjects, purpose limitation, minimisation and accuracy of data, retention limitation, integrity and confidentiality of the data which must govern any processing. Each Party shall inform the persons concerned and facilitate the exercise of their rights; it shall implement any appropriate technical or organisational measures to ensure its compliance with the GDPR.

If, under this Agreement, one of the Parties were to consider entrusting another Party with the processing of personal data on behalf of the first Party and on its sole instructions, thereby making the second its "processor" within the meaning of Article 28 of the GDPR, then the Parties concerned would conclude a special contract dedicated to the processing of such data.

In the event that it is necessary to transfer personal data outside the European Economic Area, the Party transferring the personal data submitted by another Party shall notify the latter before any transfer so that it can fulfil its obligations to inform the persons concerned. The country receiving the personal data concerned must

- (i) provide an adequate level of protection within the meaning of Article 45 of the GDPR or

- (ii) prior to any export to a third country not offering an adequate level of protection of personal data, sign with the exporter of the said personal data the standard clauses of the European Commission, which may not be modified in any way.

For the avoidance of doubt, Parties shall be entitled to exchange and process personal data pertaining to the individuals directly involved in the implementation of the Project and/or Exploitation activities, for the purpose of such implementation or activities.

In this context, the Parties undertake, with regard to the personal data thus transmitted, to:

- Take appropriate measures to preserve their safety,
- Use them only for the purposes specified above and make no other use of them,
- Only transfer all or part of the personal data thus transmitted outside the European Union or any country ensuring an adequate level of protection within the meaning of the GDPR, with appropriate safeguards with regard to the requirements of the GDPR and subject to appropriate information being provided to the other Parties and the persons concerned,
- Notify the other Parties as soon as possible of any security breach concerning personal data transmitted by the other Parties,
- Assist each other in responding to any request from the natural persons concerned, within the legal deadlines.

11.6 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.

11.7 Language

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

11.8 Applicable law

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

11.9 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO 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 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by

arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The award of the arbitration will be final and binding upon the Parties.

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

11.10 Ethical Commitment

11.10.1 Each Party declares, guarantees and accepts for the benefit of the other Parties that:

- i) It has complied and shall continue to comply with all applicable criminal laws and in particular with laws governing anti-corruption.
- ii) It has not promised, offered or paid and shall not promise, offer or pay, directly or indirectly, any bribes, payments to facilitate transactions or other improper payments to any third party in connection with this Consortium Agreement.
- iii) It has not corruptly promised, offered or paid, and shall not corruptly promise, offer or pay, directly or indirectly, anything of value in order to
 - (i) influence any act or decision of a third party;
 - (ii) secure any undue advantage for the Parties; or
 - (iii) induce a third party to influence the acts or decisions of an official.
- iv) It shall not give, offer, promise or make contributions, donations or other payments of any items of value or in any manner, relating to this Consortium Agreement, to any government official.
- v) If legally permitted, it shall notify to the other Parties, in case of having a meeting with any government official in relation to this Consortium Agreement, except for regular meetings between the PC and the Funding Authority regarding the Project.
- vi) It shall immediately notify the other Parties if any of its employees, directors or administrators are subject of an investigation relating to corruption or any other unlawful conduct in connection of this project during the term of this Consortium Agreement.
- vii) It agrees to keep precise and complete books and records in relation to this Consortium Agreement or any related activity, including the records of payments to third parties, in accordance with generally accepted accounting principles, which shall remain at the reasonable disposal of the other Parties as far as legally permitted.
- viii) It has no knowledge to the effect that any official benefits personally, directly or indirectly from this Consortium Agreement or from any other related activity.
- ix) during this Consortium Agreement, It has not hired any commercial agent and, should it wish to do so, the other Parties shall be duly notified and no such hiring may take place without the express prior authorisation of all of them and without a written contract requiring that such third parties comply with all anti-corruption rules.

11.10.2 In the event of a substantial breach of the obligations set forth in this Section, each of the other Parties who is not in default, shall have the right to partially terminate this Consortium Agreement as regards the Party in default, so that such Defaulting Party is excluded therefrom

and it is no longer considered as a Party thereto and a Party of the Consortium. The termination of the Defaulting Party will be handled according to the procedure of Section 4.2. Likewise, each non-defaulting party shall be entitled to take any other measures in accordance with the law and/or this Consortium Agreement that are appropriate to preserve its interests.

11.11 COVID 19

The Parties acknowledge and accept that the rights and obligations stipulated in the Consortium Agreement have been defined taking into account the status “in the state “of the effects of COVID-19 epidemic including all their consequences in the implementation of their respective obligations.

The current status of the Covid-19 can therefore not be considered as a force majeure situation as referred to in section 5.4.

The Parties shall respect the travel recommendations of the authorities of each country. Compliance with the recommendation is not a breach of the Consortium Agreement.

11.12 Export Control

The Parties undertake for the purpose of the Consortium Agreement to control, to comply with the laws and regulations of export control and shall obtain the corresponding officials approvals for export or re-export the goods (and their components) and/or technologies (including studies, plans, computer software, etc.) and/or items of Confidential Information and/or Background and/or its Results which are or may be subject to dual use items export control regulation.

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.

EIFER

Signature(s)

Name(s)

Title(s)

Date

DM

Signature(s)

Name(s)

Title(s)

Date

CDD

Signature(s)

Name(s)

Title(s)

Date

EDF

Signature(s)

Name(s)

Title(s)

Date

UBFC

Signature(s)

Name(s) Mr. Luc JOHANN

Title(s) Administrator

Date

ENEDIS

Signature(s)

Name(s) Laurent Perrault

Title(s) Directeur Regional

Date

GDH

Signature(s)

Name(s) Jean-François Macaigne,

Title(s) Directeur Général de Grand Dijon Habitat

Date

ORVITIS

Signature(s)

Name(s) Monsieur Bérion Christophe,

Title(s) Directeur Général d'ORVITIS

Date

BOUYGUES

Signature(s)

Name(s)

Title(s)

Date

FAFCO

Signature(s)

Name(s)

Title(s)

Date

ATMO

Signature(s)

Name(s)

Title(s)

Date

ONYX

Signature(s)

Name(s)

Title(s)

Date

CORIANCE

Signature(s)

Name(s)

Title(s)

Date

OGGA

Signature(s)

Name(s)

Title(s)

Date

CNET

Signature(s)

Name(s)

Title(s)

Date

CIVOCR

Signature(s)

Name(s)

Title(s)

Date

NS

Signature(s)

Name(s) Martimort

Title(s) CEO

Date

WITTYM

Signature(s)

Name(s)

Title(s)

Date

PANGA

Signature(s)

Name(s) Cyril BANOS

Title(s) CEO

Date

TURKU

Signature(s)

Name(s) *Tuomas Heikkinen,*

Title(s) Director of Administration group, City of Turku

Date

VTT

Signature(s)

Name(s) *Tuula Mäkinen*

Title(s) *Vice President*

Date

TUAS

Signature(s)

Name(s) M Vesa Taatila

Title(s) Rector and Président

Date

TYS

Signature(s)

Name(s)

Title(s)

Date

TUR-ENRG

Signature(s)

Name(s)

Title(s)

Date

FMI

Signature(s)

Name(s)

Title(s)

Date

HOCFORS

Signature(s)

Name(s)

Title(s)

Date

ELISA

Signature(s)

Name(s) Juha Laukkanen

Title(s) Regional Director

Date

ELCON

Signature(s)

Name(s)

Title(s)

Date

SF

Signature(s)

Name(s) Anu Areva,

Title(s) General Manager of Solar Finland

Date

SUN

Signature(s)

Name(s)

Title(s)

Date

EGAIN

Signature(s)

Name(s)

Title(s)

Date

UTU

Signature(s)

Name(s) Prof. Kalle-Antti Suominen

Title(s) Vice Rector

Date

OILON

Signature(s)

Name(s)

Title(s)

Date

TCD

Signature(s)

Name(s)

Title(s)

Date

SAH-JOK

Signature(s)

Name(s)

Title(s)

Date

HR-IK

Signature(s)

Name(s)

Title(s)

Date

FERROAMP

Signature(s)

Name(s)

Title(s)

Date

BRU

Signature(s)

Name(s) Fabian Maingain and Luc Symoens

Title(s) alderman for Smart City, and City Secretary,

Date

UP4N

Signature(s)

Name(s)

Title(s)

Date

ZGZ

Signature(s)

Name(s)

Title(s)

Date

PMB

Signature(s)

Name(s) : Catalin Mugurel Flutur

Title(s) Mayor of Botosani City

Date

ICPE-CA

Signature(s)

Name(s) Sergiu Nicolaie

Title(s)

Date

EORDAIA

Signature(s)

Name(s)

Title(s)

Date

MOG

Signature(s)

Name(s)

Title(s)

Date

IEIT

Signature(s)

Name(s) Mimi Georgieva Markova

Title(s) Manager

Date

Regional Development Agency of Lugansk Region

Signature(s)

Name(s) Borys Chervonnyi

Title(s) Deputy Director of Regional Development Agency of Lugansk Region

Date

CERTH

Signature(s)

Name(s) Dr. Athanasios G. Konstandopoulos

Title(s) Director of Central Directorate & Chairman of the Board of the Directors

Date

CIRCE

Signature(s)

Andrés Llombart

Elena Calvo

Director General

Innovation Management Unit Director

Date

RINA-C

Signature(s)

Name(s)

Title(s)

Date

SPI

Signature(s)

Name(s)

Title(s)

Date

COMILLAS

Signature(s)

Name(s)

Title(s)

Date

ISOLUT

Signature(s)

Name(s) Dr. Igor Kotsiuba ,

Title(s) Director

Date

NTUA

Signature(s)

Name(s) Prof. Ioannis K. Chatjigeorgiou,

Title(s) Vice-Rector for Research and Lifelong Education

Date

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.

PARTY 1

As to **EIFER** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of Eifer shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2

As to **DM** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of DM shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 3

As to **CDD** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of CDD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to **EDF** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
I-Board Tool	The access to this background is subject to the conditions or limits that EDF shall assess and decide on a case-specific basis .	The access to this background is subject to the conditions or limits that EDF shall assess and decide on a case-specific basis .
EDF City Platform	The access to this background is subject to the conditions or limits that EDF shall assess and decide on a case-specific basis .	The access to this background is subject to the conditions or limits that EDF shall assess and decide on a case-specific basis .

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

PARTY 5

As to **UBFC** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>Gameleon technology is tool developed within the framework of self-funded research projects. It is owned by Université de Bourgogne and IRD.</p> <p>The technology relies on :</p> <ul style="list-style-type: none"> - A chamber with dedicated sensors, 	The use of data might be subjected to royalty fees	Exploitation will be subjected to specific licensing

<p>specifically designed for accurate measurement</p> <ul style="list-style-type: none"> - A calibration / validation system based on mathematical model allowing robust evaluation of air pollutants - Implementation data for accurate set-up of Qameleo 		
<p>The Biogéosciences laboratory performs hourly measurements of air temperature and humidity in the Dijon metropolitan area: the sensors and datasets are jointly owned by Université de Bourgogne and CNRS. They correspond to a network of 60 (soon 70) data loggers deployed since 2014 and continuously improved and densified since then.</p>	<p>nc</p>	<p>Daily temperature data is available as FAIR open data (CC BY SA4.0) in the framework of the Service National d'Observation Observil supported by French Institut National des Sciences de l'Univers (INSU) operated by CNRS (Centre National de la Recherche Scientifique). Sub-daily temperature data will be made available upon request for the only members of the consortium of the RESPONSE project.</p>

No data, know-how or information of laboratory CIAD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

No data, know-how or information of laboratory CID shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

As to **ENEDIS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ENEDIS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 7

As to **GDH** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of GDH shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

As to **ORVITIS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ORVITIS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 9

As to **BOUYGUES** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of BOUYGUES shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

As to **FAFCO** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of FAFCO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 11

As to **ATMO** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ATMO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 12

As to **ONYX** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ONYX shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 13

As to **CORIANCE** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of CORIANCE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 14

As to **OGGA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of OGGA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 15

As to **CNET** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of CNET shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 16

As to **CIVOCR** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of CIVOCR shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 17

As to **NS** it is agreed between the Parties that, to the best of their knowledge (please choose),

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Physiological cocktail effect algorithm on humans and buildings from environment		

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

PARTY 18

As to **WITTYM** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of WITTYM shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 19

As to **PANGA** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Operating System (Panga B-NOS)	Integrator to be trained & certified by PANGA	Exploitation to be trained & certified by PANGA and be tagged as Level 1 support level
Hardware (SCM gateways and sensors)	Hardware and communication protocols list to be reviewed and validated including Panga.	Hardware and communication protocols list to be reviewed and validated including exclusively references in a list validated and reviewed overtime. Changes in references included in the list are submitted to a 3-month prenotification for qualification
API and APPS	Standard API and APPS are proposed Non-standard are to be	Standard API and APPS are proposed Non-standard are to be

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

PARTY 20

As to **TURKU** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of TURKU shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 21

As to **VTT** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
The in-vehicle control and sensor data fusion processing algorithms for automated passenger cars.	VTT brings the automated passenger cars, sensor fusion platform and control algorithms to the project. The purpose is to enable demonstration and field study of using automated driving sub-systems in smart city environment.	The algorithm interfaces are available for other project partners in binary format. After the project, the background algorithms are not available free of charge.
Human Thermal Model (HTM) is VTT's existing software with REST API and BMS connection for calculating and controlling individual thermal comfort.	VTT brings Human Thermal Model control algorithms to the project via REST API. The purpose is to enable demonstration of the novel thermal sensation control of the indoor climate to enable better thermal environment for the inhabitants in buildings.	The Human Thermal Model is not free of charge after the project. The Human Thermal Model service can be licensed from VTT after the project.

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

PARTY 22

As to **TUAS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of TUAS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 23

As to **TYS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of TYS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 24

As to **TUR-ENGR** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of TUR-ENGR shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 25

As to **FMI** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of FMI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 26

As to **HOGFORS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of HOGFORS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 27

As to **ELISA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ELISA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 28

As to **ELCON** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ELCON shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 29

As to **SF** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of SF shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 30

As to **SUN** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Heat Battery concept and design	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
System composed by one or multiple Heat Battery and various energy sources and various energy sinks, including heat pumps and other storage technology	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Heat Battery manufacturing process	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Control (software, hardware, and concepts) of systems including one or multiple Heat Batteries, one or multiple energy sources and energy sinks	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Monitoring of systems including one or multiple Heat Batteries, one or multiple heat sources and sinks, and their state of charge	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Phase change material formulation	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp

	basis and cannot be granted on a royalty-free basis.	reserves the right to assess these conditions on a case-by-case basis.
Phase change material manufacturing	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Recovery of waste heat from cooling to be used for hot water and/or space heating, either via a heat battery storage or directly	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Use of phase change material to directly or indirectly thermally manage electric batteries	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Recovering and storage into heat batteries of heat from electric batteries and or their charging system and/or power electronics	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Heat battery walls and outer structure, optionally including the use of vacuum insulation panels	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.
Experience and data owned by Sunamp related to its technical expertise derived from research, developments and commercialisation activities.	The access to this background is subject to the conditions or limits that Sunamp shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. Sunamp reserves the right to assess these conditions on a case-by-case basis.

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

PARTY 31

As to **EGAIN** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of EGAIN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 32

As to **UTU** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Selected TURCLIM weather data and experiences gained in the TURCLIM project	For use within the RESPONSE project only, not to be passed outside	Results of the research can be exploited

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

PARTY 33

As to **OILON** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of OILON shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 34

As to **TCD** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of TCD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 35

As to **SAH-JOK** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of SAH-JOK shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 36

As to **HR-IK** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of HR-IK shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 37

As to **FERROAMP** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of FERROAMP shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 38

As to **BRU** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of BRU shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 39

As to **UP4N** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of UP4N shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 40

As to **ZGZ** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ZGZ shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 41

As to **PMB** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of PMB shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 42

As to **ICPE-CA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ICPE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 43

As to **EORDAIA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of EORDAIA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 44

As to **MOG** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of MOG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 45

As to **IEIT** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of IEIT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 46

As to **DITA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of DITA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 47

As to **CERTH** 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 apply, as laid out hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Experience and data owned by CERTH related to previous and ongoing H2020 projects as well as its technical expertise derived from research and developments activities.	The access to this background is subject to the conditions or limits that CERTH shall assess and decide on a case-specific basis and cannot be granted on a royalty-free basis.	The access to this background is subject to conditions or limits and cannot be granted on a royalty-free basis. CERTH reserves the right to assess these conditions on a case-by-case basis.
Tools developed within H2020 funded projects, as for example Plug-N-Harvest, SMILE, IRIS, POCITYF including: - Enhanced SimaPro LCA/LCC and VERIFY toolkits, the basic platform of which along with necessary databases have already been developed in the framework of the above-mentioned projects, - RetScreen, EnergyPlan or other similar software used for the technical evaluation of solutions on a Building or a District level	No provision of own house-built databases	No provision of source code. Access by other beneficiaries to background needed to implement their own tasks under the action will be given under fair and reasonable conditions (to be specified). Excludes all background and confidential information which is the subject of other contractual agreements with third parties which restrict access to said information.
Tools developed by CERTH/ITI within H2020 IRIS project (funded under	Access by other beneficiaries to background needed to implement their own tasks under the action	Access by other beneficiaries to background needed to implement their own tasks under the action

<p>Smart Cities SCC-01-2017) including:</p> <ul style="list-style-type: none"> - the integrated City Innovation Platform and Monitoring Framework, which was responsible for seamless and automated data gathering from distributed city sensors and infrastructure and manual data input - the cleaning and enhancing of data in order to calculate a number of Smart City related KPIs - a set of Visual Analytics tools for dynamic and adaptable presentation of related KPIs 	<p>will be given under fair and reasonable conditions (to be specified).</p> <p>Excludes all background and confidential information which is the subject of other contractual agreements with third parties which restrict access to said information.</p>	<p>will be given under fair and reasonable conditions (to be specified).</p> <p>Excludes all background and confidential information which is the subject of other contractual agreements with third parties which restrict access to said information.</p>
<p>IoT Platform developed by CERTH/ITI, comprising an innovative IoT framework capable to collect, process, analyse, compare and present information collected at different architectural nodes of an end-to-end ecosystem. The core features of the IoT platform are outlined as follows:</p> <ul style="list-style-type: none"> - Support for different IoT Gateways used in a variety of domains to support seamless data collection and aggregation - Easily configurable and adaptable to user needs and preferences. Multi-hierarchical level support for user authentication and category management - Delivery of an open reference Connectors API (customized REST services) for enabling third parties to collect, analyse and store big 	<p>Access by other beneficiaries to background needed to implement their own tasks under the action will be given under fair and reasonable conditions (to be specified).</p> <p>Excludes all background and confidential information which is the subject of other contractual agreements with third parties which restrict access to said information.</p>	<p>Access by other beneficiaries to background needed to implement their own tasks under the action will be given under fair and reasonable conditions (to be specified).</p> <p>Excludes all background and confidential information which is the subject of other contractual agreements with third parties which restrict access to said information.</p>

data in the platform instances - Automated device-to-analytics information flows - Data driven artificial intelligence services		
---	--	--

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

PARTY 48

As to **CIRCE** it is agreed between the Parties that, to the best of their knowledge (please choose),

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Environmental assessment algorithms (developed by CIRCE and 100% owned) which identifies the environmental performance at building and urban area level, considering their life-cycle main phases.	Right for using the Background within the project, limited to the specific activities in relation with the tool.	This Background will not be used for other uses than the project purposes, unless otherwise agreed under fair and reasonable conditions

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

PARTY 49

As to **RINA-C** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of RINA-C shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 50

As to **SPI** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of SPI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 51

As to **COMILLAS** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of COMILLAS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 52

As to **ISOLUT** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of ISOLUT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 53

As to **NTUA** it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of NTUA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.4.

Attachment 4: Identified Affiliated Entities according to Section 9.5

- For UBFC, Community of Establishments and Universities of which the Université de Bourgogne (uB) is a member, Affiliate shall include SATT SAYENS