

**Budapest Főváros X. kerület  
Kőbányai Önkormányzat  
Alpolgármestere**

**Előterjesztés  
a Képviselő-testület részére**

**a Horizont Európa keretprogram „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű, HORIZON-MISS-2023-CIT-01 jelű pályázati konstrukción támogatást nyert TIPS4PED projektben történő együttműködésre irányuló konzorciumi együttműködési megállapodásról**

## **I. Tartalmi összefoglaló**

A Horizont Európa keretprogram HORIZON-MISS-2023-CIT-01 jelű pályázat keretében az Európai Unió forrást biztosít az európai kutatási kiválóság és az áttörést hozó innovációk támogatására, valamint a legfontosabb társadalmi kihívások kezelésére. A támogatási cél szorosan illeszkedik Budapest Főváros X. kerület Kőbányai Önkormányzat (a továbbiakban: Kőbányai Önkormányzat) fejlesztési céljaihoz, ezért külföldi partnerek megkeresésére szándéknyilatkozat kiadásával (az előterjesztés 2. melléklete) csatlakoztunk a „Tervezési eszközök a sikeres pozitív energiamérlegű városrészekért” nevű, TIPS4PED rövidítésű projekthez.

A HORIZON-MISS-2023-CIT-01 jelű pályázat keretében meghirdetett „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű pályázati konstrukcióra benyújtott TIPS4PED projektjavaslat támogatást nyert az Európai Uniótól.

A TIPS4PED projekt lényege egy úgynevezett digital twin, azaz digitális ikerpár létrehozása, ami egy olyan digitális modell a zérókibocsátásra törekvő városok energiarendszereinek és közlekedésének a leképezésére, amely az adatok elemzésével és változtatások modellezésével elősegíti a károsanyag-kibocsátási célok elérését.

A projekt megvalósítását konzorciumban fogják végezni az abban résztvevő partnerek. A konzorciumot az olaszországi RINA Consulting (székhelye: 16129 Genova, via Cecchi 6, Olaszország) koordinálja. A digitális modell és integrált értékelő szoftver fejlesztésében olasz, spanyol és finn egyetemek és vállalkozások vesznek részt.

Torino Önkormányzata kutatásvezetőként irányítja a szoftverfejlesztést és -tesztelést, míg a Kőbányai Önkormányzat, valamint a két másik úgynevezett projektkövető partnerváros (Cork, Írország és Kozani, Görögország) szerepe az lesz, hogy kövesse a fejlesztés folyamatát, és tesztelje a kifejlesztett értékelő szoftvert.

Ezen munkaszakaszban a partnervárosok az általuk lehatárolt, pozitív energiamérleg elérésére kijelölt célterületekre (PED) alakítanak ki digitális modelleket a kifejlesztett TIPS4PED szoftvereszközök alkalmazása és tesztelése érdekében. Megtörténik a javasolt PED megtervezése, elemzése, a PED létrehozására vonatkozó javaslat kidolgozása. Mindez az érdekeltek bevonásával, a szabályozási környezet elemzése alapján történik. A részletes PED kidolgozása során kerül sor az egyes változatok kidolgozására, valamint egyeztetésekre a PED alkalmazásának, bevezetésének egyes lépéseiről és a PED bevezetéséhez szükséges egyes elérendő célértékek meghatározásáról. Ezen felül a digitális modellt is tesztelik annak érdekében, hogy az önkormányzatok a helyi szabályozások felülvizsgálatának megalapozásához szükséges egyes lépések hatásait megismerjék.

Mindezek mellett a projekthez tartozó olyan általános tevékenységekben is részt vesz a Kőbányai Önkormányzat, mint például a konzorciumi partnerek részvételével tartott személyes és online megbeszélések, disszemináció, pénzügyi és előrehaladási jelentések összeállítása.

A projekt megvalósítása várhatóan 2024. januárban kezdődik, és 42 hónapig tart.

A TIPS4PED projekt teljes költségvetése mintegy 7,4 millió euró, ebből az európai uniós támogatás mintegy 6,5 millió euró. A Kőbányai Önkormányzatra jutó projektköltségvetés 221 091 euró (86 226 000 Ft), amelyet 100%-ban támogat az Európai Unió, önrészt nem igényel.

A projektben a Kőbányai Önkormányzat munkájának segítésére önálló projektpartnerként a Daedalus Digital Kft. is részt vesz, költségeinek 70%-át fedezi az uniós támogatás, a 30%-os önrészt a Daedalus Digital Kft. biztosítja.

A projektben költségként elszámolható a résztvevők bérköltsége, megbízási díja a projektekre fordított munkaórák arányában, a projektmegbeszélésekkel kapcsolatban felmerülő utazási költségek és egyéb dologi költségek.

A projekt megvalósításához az Európai Unió előleget biztosít a konzorcium koordinátorának, mely az elnyert támogatás 80%-a. A konzorcium koordinátora a kapott előleg összegének 60%-át a projekt indulásakor, 40%-át a belső pénzügyi ellenőrzést követő 9. hónapban utalja a konzorciumi tagoknak. Az időközi pénzügyi jelentések alapján a Támogató Hatóság által elfogadott költségek finanszírozását a konzorciumi koordinátor fizeti ki a konzorciumi tagoknak.

Javasolom, hogy a Képviselő-testület hatalmazza fel a polgármestert a konzorciumi együttműködési megállapodás és a támogatási megállapodás 3. számú függelékének aláírására.

Javasolom a TIPS4PED projekt megvalósításával felmerülő előzetes költségekre 1 000 000 Ft tervezését a Kőbányai Önkormányzat 2024. évi költségvetési gazdálkodásának átmeneti szabályozásáról szóló rendeletben.

## **II. Hatásvizsgálat**

A TIPS4PED projektben való részvétellel a zérókibocsátásra törekvő városok energiarendszereinek és közlekedésének integrált vizsgálatával a Kőbányai Önkormányzat olyan tapasztalatot szerezhet, amely az adatok elemzésével és változtatások modellezésével elősegíti a károsanyag-kibocsátási célok elérését.

A projektben való részvétel összhangban áll a Kőbányai Önkormányzat környezetvédelmi és klímavédelmi stratégiai dokumentumaiban és programjaiban meghatározott célokkal, és elősegítheti azok megvalósítását.

## **III. A végrehajtás feltételei**

A TIPS4PED projektben való részvétel feltétele a projekt megvalósítását végző konzorciumi partnerek közötti együttműködési megállapodás és támogatási megállapodás megkötése.

A Horizont Európa keretprogram „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű, HORIZON-MISS-2023-CIT-01 jelű pályázati konstrukción támogatást nyert TIPS4PED projektben történő együttműködésre a projektben résztvevő konzorciumi tagok között együttműködési megállapodást kell kötni, amely a projekttel kapcsolatos, az előterjesztésben szereplő fenti feladatokat és az egyes tagok szerepét rögzíti. A konzorciumi együttműködési megállapodást a Kőbányai Önkormányzat Képviselő-testülete felhatalmazásával a polgármester írja alá. A konzorciumi megállapodás tervezete az előterjesztés 3. melléklete.

A támogatási megállapodást a konzorciumi partnerek felhatalmazásával a konzorcium koordinátori feladatait ellátó RINA Consulting és az Európai Bizottság átruházott hatáskörével működő Európai Klíma-, Infrastruktúra- és Környezetvédelmi Végrehajtó Ügynökség (CINEA) írja alá. A konzorciumi partnerek a felhatalmazást a támogatási megállapodás 3. számú függelékének aláírásával adják meg. A 3. számú függelék az előterjesztés 4. mellélete.

A TIPS4PED projekt megvalósításával felmerülő előzetes költségeket 1 000 000 Ft összegben tervezni szükséges a Kőbányai Önkormányzat 2024. évi gazdálkodásának átmeneti szabályozásáról szóló rendeletben.

A konzorciumi megállapodás aláírását követően a TIPS4PED projekt 2024. évi bevétele és kiadásai a 2024. évi költségvetésben tervezhetőek.

#### **IV. Döntési javaslat**

Budapest Főváros X. kerület Kőbányai Önkormányzat Képviselő-testülete meghozza az előterjesztés 1. mellékletében foglalt határozatot.

Budapest, 2023. november „10.”



Somlyódy Csaba

Törvényességi szempontból ellenjegyzem:



Dr. Szabó Krisztián  
jegyző

**Budapest Főváros X. kerület Kőbányai Önkormányzat Képviselő-testületének  
.../2023. (... ..) határozata**

**a Horizont Európa keretprogram „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű, HORIZON-MISS-2023-CIT-01 jelű pályázati konstrukción támogatást nyert TIPS4PED projektben történő együttműködésre irányuló konzorciumi együttműködési megállapodásról**

1. Budapest Főváros X. kerület Kőbányai Önkormányzat (a továbbiakban: Önkormányzat) Képviselő-testülete egyetért a Horizont Európa keretprogram „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű, HORIZON-MISS-2023-CIT-01 jelű pályázati konstrukción támogatást nyert TIPS4PED projektben történő együttműködésre irányuló konzorciumi együttműködési megállapodás tartalmával, és felhatalmazza a polgármestert a megállapodás aláírására.
2. A Képviselő-testület egyetért a Horizont Európa keretprogram „Kutatási és innovációs tevékenységek a klímasemleges és intelligens városok misszió végrehajtásának támogatására” nevű, HORIZON-MISS-2023-CIT-01 jelű pályázati konstrukción támogatást nyert TIPS4PED projekt megvalósítására irányuló, 101139633 - TIPS4PED azonosítójú támogatási megállapodás tartalmával, és felhatalmazza a polgármestert a támogatási megállapodás 3. számú függelékének aláírására, amely felhatalmazást ad a konzorciumi együttműködési megállapodásban rögzített konzorciumkoordinátor RINA Consulting (székhely: 16129 Genova, via Cecchi 6, Olaszország) számára a támogatási megállapodás aláírására.
3. A Képviselő-testület felkéri a polgármestert, hogy a TIPS4PED projekt előzetes költségeire 1 000 000 Ft-ot tervezzen az Önkormányzat 2024. évi költségvetési gazdálkodásának átmeneti szabályozásáról szóló rendeletben.

Határidő: 2023. december 31.  
Feladatkörében érintett: a Főépítészeti Osztály vezetője  
a Jegyzői Főosztály vezetője  
a Gazdasági és Pénzügyi Főosztály vezetője



JT/4-7/2023

To RINA Consulting S.p.A.

## Letter of Intent

Dear Sirs,

The undersigned Budapest Főváros X. kerület Kőbányai Önkormányzat (“**Participant**”) is interested to participate in the Call “HORIZON-MISS-2023-CIT-01 Research and Innovation actions to support the implementation of the Climate-neutral and Smart Cities Mission”, Topic “HORIZON-MISS-2023-CIT-01-02 Positive clean energy district (PED) digital twins – from modelling to creating climate neutral Cities” published by the European Commission (“**EC**”) within the programme Horizon Europe (hereinafter “**Specific Call/Topic**”), by adhering to the project proposal TIPS4PED Turning Cities Planning actionS for Positive Energy Districts into success (hereinafter “**TIPS4PED**”) to be submitted by a being executed Consortium coordinated by RINA Consulting S.p.A. (hereinafter “**RINA-C**”) for selection and funding by the EC.

With this Letter of Intent (“**LOI**”) the undersigned Participant accepts the following terms and conditions for the above-mentioned participation to the TIPS4PED Proposal.

Capitalized terms not defined herein shall have the same meaning as set forth in the Specific Call/Topic.

### 1. Purpose of the LOI

The undersigned Participant (with all the other Participants as listed in Annex 1) accepts to actively participate in the TIPS4PED Proposal preparation and definition for the purpose of the selection in the Specific Call/Topic (“**Purpose**”), providing the necessary information for the TIPS4PED Proposal, participating to preparatory meetings, allocating resources and meeting the requested planning and deadlines with reasonable care and skill.

**1.2** The Participant will provide complete and accurate information for the purposes of meeting the administrative requirements of the TIPS4PED Proposal according to the above mentioned Specific Call/Topic, in order to enable RINA-C to submit the required administrative forms and possible integrations to the funding authority or its delegated representative: failure to do so may result in the Participant exclusion from the Consortium, prior mandatory formal written notification to the concerned party with at least 3 working days of period notice.

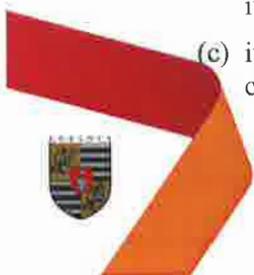
**1.3** The Participant shall use all reasonable endeavours for the purpose of the selection in the Specific Call/Topic.

### 2. Confidentiality

**2.1** All the information marked as confidential regarding the structure and technical content of the TIPS4PED Proposal (“**Confidential Information**”) disclosed by one of the Participants (“**Disclosing Party**”) is confidential and will not be disclosed by the receiving party (“**Receiving Party**”) to any third party without the prior written approval of the Disclosing Party.

**2.2** However, information shall not be considered confidential if:

- (a) it is already in the public domain by publication or otherwise or becomes available to the public through no breach of this LOI by the Receiving Party; or
- (b) it is in the Receiving Party’s possession prior to receipt from the Disclosing Party as proven by its written documents; or
- (c) it is disclosed to the Receiving Party by another party without breach of any obligation of confidentiality;



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- (d) it is required to disclose the Confidential Information under applicable law, rule or regulation or any applicable legal, competent judicial, governmental, administrative or regulatory order, authority or process. Provided that, subject to any applicable legal prohibitions, the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure to allow the Disclosing Party to seek a protective order or other relief as appropriate.

**2.3** The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information of the Disclosing Party.

**2.4** Other than the license to use the Confidential Information in connection with the Purpose as expressly set out in this LOI, neither Party conveys to the other Party, any other licenses or any other rights such as, but not limited to, patents, utility models, trademarks or tradenames, nor does this LOI constitute any obligation of the Disclosing Party to grant or convey such rights to the Receiving Party.

**2.5** The Participants shall be prohibited to use the content developed in the TIPS4PED Proposal in any other competing project proposal addressing the above mentioned Specific Call/Topic even in case of their withdrawal.

### **3. Roles of Participants**

**3.1** The role of the Participants and of the Coordinator is detailed in the TIPS4PED Proposal.

**3.2** In particular, RINA-C is hereby empowered by the other Participants to act as the Coordinator pursuant to applicable regulations and therefore it is the sole authorized and entitled to submit the TIPS4PED Proposal to the EC in the name and on behalf of all the Participants. In case the TIPS4PED Proposal is selected for EC financial support, the Coordinator – after the authorization of the Board of Representatives of the Kőbányai Önkormányzat (Municipality of Kőbánya) – will be empowered to coordinate the negotiation and to sign in the name and on behalf of all the Participants the Grant Agreement with the EC according to the rules of the Specific Call/Topic and according to the instructions provided by the Participants.

**3.3** Each Participant undertakes to appoint an internal “contact person” that will be available during the TIPS4PED Proposal preparation, to provide information on behalf of its entity for the purpose of developing the proposal.

**3.4** Should a Participant decide to withdraw (without any charge or indemnity obligation) from the TIPS4PED Proposal submission process, it commits to provide a written justification, so that RINA-C can forward it to the Consortium.

**3.5** None of the Participants shall be authorised to represent any of the other Participant vis-à-vis and/or to act on behalf of any other Participant. The Parties agree that nothing in this LOI creates any expectation or obligation for any Participants to enter into any transaction, agreement or collaboration with any other Participants.

### **4. Limitation of financial obligation**

**4.1** The Participants agree that neither Participant shall be liable to the other, for any indirect and/or consequential damages as well as damages for loss of profits or revenue, loss of contracts or business opportunities in any manner or form arising from the execution of this LOI, unless otherwise provided, except in case of fraud, wilful misconduct and/or gross negligence.

**4.2** The terms of this LOI shall not be construed as to any assumption of several and jointly liability. Each of the Participants shall be considered individually liable in regard to the TIPS4PED Proposal.

**4.3** It is understood and agreed that as far as the liabilities are concerned, arising out of the Consortium Agreement and/or in connection with the execution of the project, if awarded, the Consortium Agreement to be agreed upon between the Participants shall contain a specific regulation, including, amongst other, the allocation of liabilities and their limitations.

### **5. Amendments**

Amendments or additions hereto must be accepted in writing by the Parties.

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## 6. Costs and Expenses

Each Party shall be responsible for its own costs and expenses with regards to its technical and professional contribution to the TIPS4PED Proposal, until the entry into force of the Grant Agreement.

## 7. Coming into force and termination

This LOI shall come into force from the date of its signature by the Participants and shall expire when one of the following conditions occurs, whichever is the earliest:

- a. the execution of the Grant Agreement;
- b. the withdrawal from the TIPS4PED Proposal submission process for any reason, with regard to such Participant;
- c. if the TIPS4PED Proposal has been officially rejected, or the Specific Call/Topic is cancelled.

## 8. Governing Law and Disputes Resolution

This LOI is governed by the Laws of Belgium, without reference to its conflict of law principles.

All disputes arising in connection with this LOI, which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Brussels and the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English. The award of the arbitration will be final and binding upon the Consortium Participants. Nothing in this LOI shall limit the Participants right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

## 9. Compliance and Anti Corruption

9.1 Each Participant acknowledges that RINA-C in the pursuit of its business activities and its relationship management, refers to the principles contained in the Code of Ethics, in the Anti-Bribery Policy and in the Organizational Model in accordance with the Italian Legislative Decree 231/2001, available at the following links:

- [https://shared.rina.org/SCresources/Documents/compliance\\_ethical\\_code\\_en.pdf](https://shared.rina.org/SCresources/Documents/compliance_ethical_code_en.pdf)
- <https://www.rina.org/en/-/media/Files/policies/RINA-Anti-Bribery-Policy.pdf>
- [https://shared.rina.org/SCresources/Documents/231\\_mog\\_eng\\_consulting.pdf](https://shared.rina.org/SCresources/Documents/231_mog_eng_consulting.pdf)

RINA-C demands to its counterparties, in the pursuit of their business activities and in the management of their relationship with third parties, to refer to the same principles adopted by RINA-C.

9.2 RINA-C, as a company belonging to RINA Group, commits to and acts in full compliance with the Global Compact principles. The Global Compact principles concern the protection of human rights, workers safety, environmental protection and the fight against corruption in all its forms. The Parties agree, during the execution of this LOI: (i) to forbid the recourse to any illegal promise, offer or request of payment, in cash or other utility, in order to get an advantage in the relationship with their own stakeholders and (ii) to extend this prohibition to all their employees.

Budapest Kőbánya, 26 April 2023

Name: Róbert Antal D. Kovács (Mayor)

Signature .....



# Consortium Agreement



TIPS4PED

Version 3 – 23/10/2023

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 01/01/2024, hereinafter referred to as the Effective Date

### BETWEEN:

**1 RINA CONSULTING S.p.A. (in short RINA-C)**, established in via CECCHI, 6 - 16129 - GENOVA – ITALY, the Coordinator,

**2 FONDAZIONE LINKS – Leading Innovation & Knowledge for Society – (in short LINKS)**, with legal address in VIA PIER CARLO BOGGIO 61, 10138, TORINO Italy

**3 IES R&D (in short IES)**, with legal address in CASTLEFORBES HOUSE, CASTLEFORBES ROAD, DUBLIN 1 Ireland

**4 POLIS (in short POLIS)**, with legal address in RUE DU TRONE 98, 1050, BRUXELLES Belgium

**5 ICLEI EUROPEAN SECRETARIAT GMBH (in short ICLEI EURO)**, with legal address in LEOPOLDRING 3 – 79098, FREIBURG IM BREISGAU Germany

**6 FACTUAL CONSULTING SL (in short FACTUAL)**, with legal address in JOSEP VALLS 13, 2ON A - 08195, SANT CUGAT DEL VALLES Spain

**7 LAPPEENRANNAN-LAHDEN TEKNILLINEN YLIOPISTO LUT (in short LUT)**, with legal address in YLIOPISTONKATU 34 - 53850, LAPPEENRANTA Finland

**8 FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS (in short CIRCE)**, with legal address in PARQUE EMPRESARIAL DINAMIZA, AVDA. DE RANILLAS, 3D - 50018, ZARAGOZA Spain

**9 COMUNE DI TORINO (in short TOR)**, with legal address in PIAZZA PALAZZO DI CITTÀ 1 - 10122, TORINO Italy

**10 IREN SPA (in short IREN)**, with legal address in VIA NUBI DI MAGELLANO 30 - 42123 , REGGIO EMILIA Italy

**11 POLITECNICO DI TORINO (in short POLITO)**, with legal address in CORSO DUCA DEGLI ABRUZZI 24 - 10129, TORINO Italy

**12 Municipality of Kozani (in short MoK)**, with legal address in NIKIS SQ. 1, 50131, KOZANI, Greece

**13 CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS (in short CLUBE)**, with legal address in ZEP AREA - 50100, KOZANI Greece

**14 CORK CITY COUNCIL (in short CCC)**, with legal address in CITY HALL - T12 T997, CORK Ireland

**15 UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (in short TYN)**, with legal address in WESTERN ROAD - T12 YN60, CORK Ireland

**16 BUDAPEST FOVAROS X. KERULET KOBANYAI ONKORMANYZAT (in short KOBANYA)**, with legal address in SZENT LASZLO TER 29 - 1102, BUDAPEST Hungary

**17 Daedalus Digital Kft. (in short FairCity)**, with legal address in Szlacsányi F 84 - 1151, Budapest Hungary

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

relating to the Action entitled

**Turning cities Planning actionS for Positive Energy Districts into success**

in short

**TIPS4PED**

hereinafter referred to as "Project"

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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 Granting 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 Definitions

## 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

## 1.2 Additional Definitions

### “Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) 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 General Assembly.

### “Defaulting Party”

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

### “Exploitation” or “Exploit”

Exploitation or Exploit means the direct or indirect use of Results in further research activities other than those covered by the Action concerned, or in developing, creating, marketing and making (including have made) a product or process, or for developing, creating and providing a service, or in standardisation activities.

### “Intellectual Property Rights” or “IPRs”

Intellectual Property Rights or IPRs means any patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software) registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection wherever in the world arising or available.

### “Fair and Reasonable conditions”

Fair and Reasonable conditions mean appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

With respect to Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies), considering their specific positioning, “appropriate conditions” necessarily means a financial compensation in case of direct or indirect (including sub-licensing rights) industrial or commercial exploitation.

### **“Entities under the same control”**

Entities under the same control means: (a) any Legal Entity, that is listed in Attachment 4 to this Consortium Agreement, that are established in an EU Member State and need the Access Right to exploit the Results of that Party, directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; or (b) any other Legal Entity that is listed in Attachment 4 to this Consortium Agreement as being an Entity Under The Same Control of that Party, where such Legal Entity is one in which that Party (or a Legal Entity qualifying as an Entity Under The Same Control of that Party under (a) directly above) has a 50% equity share or is the single largest equity shareholder. For the above purposes, “Control” of any Legal Entity shall exist through the direct or indirect: (a) ownership of more than 50% of the nominal value of the issued share capital of the Legal Entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or (b) right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Entities Under The Same Control status.

### **“Granting Authority”**

means the body awarding the grant for the Project.

### **“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.

### **“Results”**

Results mean any (tangible or intangible) output of the Action such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the Action, as well as any rights attached to it, including intellectual property rights.

### **“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 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 Entry into force, duration and termination

### 3.1 Entry into force

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

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

An entity becomes a new 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 Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

### 3.3 Survival of rights and obligations

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

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

## **4 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 the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of 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 and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

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

### **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) 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. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

### **4.4 Specific responsibilities regarding data protection**

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

#### **4.4.1 Third parties' responsibility with application of Data Protection Legislation**

Further and to the extent applicable, third parties must ensure compliance with applicable Data Protection Legislation as specified in Clause 3.3 of the Attachment 5: Actions involving Personal Data.

## **5 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 entities under the same control) 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, except in case of breach of confidentiality.

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.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law. However, if a Party involves its Affiliated Entity/Entities in the Project, such Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's own and its Affiliated Entity's/Entities' shares of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

### **5.3 Damage caused to third parties**

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

## 5.4 Force Majeure

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

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

## 5.5 Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

# 6 Governance structure

## 6.1 General structure

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

- The **General Assembly** is the decision-making body of the Consortium;
- The **Scientific and Steering Committee** is composed by WP leaders and the Coordinator.

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

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

- should be present or represented at any meeting, either in person or by joining and participating remotely via video conferencing or similar tools, according to the nature of the 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
General Assembly	At least once a year	At any time upon request of the Scientific and Steering Committee or 1/3 of the Members of the General Assembly
Scientific and Steering Committee	At least quarterly	At any time upon request of any Member of the Committee

### 6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Scientific and Steering Committee	14 calendar days	7 calendar days

### 6.2.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Scientific and Steering Committee	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 notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Scientific and Steering Committee	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.

#### 6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference 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 6.2.5.2.

#### 6.2.2.8 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 15 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

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

### 6.2.3 Voting rules and quorum

#### 6.2.3.1

Each Consortium Bodies shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

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

#### 6.2.3.2

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

#### 6.2.3.3

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

#### 6.2.3.4

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

### **6.2.4 Veto rights**

#### 6.2.4.1

A Party 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 Party may only veto such a decision during the meeting.

#### 6.2.4.3

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

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

#### 6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice 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 Parties.

#### 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 minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

#### 6.2.5.2

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

#### 6.2.5.3

The chairperson shall send the accepted minutes to all the Parties, and to the Coordinator, who shall retain copies of them.

## 6.3 Specific operational procedures for the Consortium Bodies

### 6.3.1 General Assembly

In addition to the rules described in Section **Hiba! A hivatkozási forrás nem található.**, the following rules apply:

#### 6.3.1.1 Members

##### 6.3.1.1.1

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

##### 6.3.1.1.2

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

##### 6.3.1.1.3

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

#### 6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to Section 6Hiba! A hivatkozási forrás nem található., or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

#### 6.3.1.2 Decisions

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

In addition, all proposals made by the Scientific and Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

##### Content, finances and intellectual property rights

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

##### Evolution of the consortium and Breach, Defaulting Party

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project 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 Project and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

##### Appointments

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

- Steering and Capacity Building Supervision Committee Members
- Strategic Advisory Board Members

#### 6.3.2 Scientific and Steering Committee

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

#### 6.3.2.1 Members

The Scientific and Steering Committee shall consist of the Coordinator and the representatives of LINKS, IES, LUT, FACTUAL, POLIS.

The Coordinator shall chair all meetings of the Committee, unless decided otherwise by a majority of two-thirds.

#### 6.3.2.2 Minutes of meetings

Minutes of the meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### 6.3.2.3 Tasks

##### 6.3.2.3.1

The Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section **Hiba! A hivatkozási forrás nem található..**

##### 6.3.2.3.2

The Committee shall seek a consensus among the Parties.

##### 6.3.2.3.3

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

##### 6.3.2.3.4

The Committee shall monitor the effective and efficient implementation of the Project.

##### 6.3.2.3.5

In addition, the Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

##### 6.3.2.3.6

The Committee shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables.
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

##### 6.3.2.3.7

In the case of abolished tasks as a result of a decision of the General Assembly, the Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such

rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

## **6.4 Coordinator**

### **6.4.1**

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

### **6.4.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

### **6.4.3**

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

### **6.4.4**

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

### **6.4.5**

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

## 7 Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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 (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting 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 units/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 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

**7.1.5 Revenue**

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

**7.1.6 Financial Consequences of the termination of the participation of a Party**

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, 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 the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

**7.2 Payments**

**7.2.1 Payments to Parties are the exclusive task of the Coordinator**

In particular, the Coordinator shall:

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

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

**7.2.2**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority in separate instalments as agreed below:

60% of the pre-financing	on receipt of Pre-financing
--------------------------	-----------------------------

40% of the pre-financing	After the internal financial check to be done at Month 9. The internal financial check will be done with a tool provided by the coordinator.
Interim payment(s)	Interim payment(s) upon submission of official financial statement to the Commission. The Interim payments shall be calculated on the basis of the requested funding by each Party for the relevant Reporting Period. The cumulative amount of Interim and all previous payments received by a Party from the Coordinator may not exceed the total payments received by the Coordinator from the Commission for the Party concerned and up to the 85% of its total EC funding, as foreseen in the Grant Agreement Data Sheet.
Final Payment	One final payment upon submission of final official cost claiming to the Commission. A party shall receive the requested EU contribution for costs accepted by the Commission and not yet reimbursed with previous payments.  The cumulative amount of Final and all previous payments received by a Party is limited to the maximum allocated EU Contribution.

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

## 8 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 16.4 and its Annex 5, Section Ownership of results, 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 and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

- 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.

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

## **8.3 Transfer of Results**

### **8.3.1**

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

### **8.3.2**

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

### **8.3.3**

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

### **8.3.4**

The Parties recognise 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 at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

### **8.3.5**

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

## **8.4 Dissemination**

### **8.4.1**

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

## **8.4.2 Dissemination of own (including jointly owned) Results**

### 8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, 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 by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

### 8.4.2.2

An objection to the planned publication is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include, to the extent possible, a precise request for necessary modifications.

### 8.4.2.3

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

### 8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

## **8.4.3 Dissemination of another Party's Results or Background**

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

## **8.4.4 Cooperation obligations**

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

#### **8.4.5 Use of names, logos or trademarks**

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

## **9 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 additional Background to Attachment 1 during the Project provided they give written notice to the Coordinator, who will add it to the list attached in Attachment 1 and will notify the other Parties of such addition. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1. Any addition, modification or withdrawal under this Section 9.1.2 shall not be considered an amendment or modification to the text of the Consortium Agreement under Section 11.4, 2<sup>nd</sup> paragraph.

### **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 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 and shall either terminate automatically upon completion of the Project or upon termination of a Party's participation in the Project.

## **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, for non-commercial purposes and for teaching 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, 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 entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control".

Such Access Rights must be requested by the entity under the same control 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 entity under the same control. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement..

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

## **9.6 Additional Access Rights**

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

## **9.7 Access Rights for Parties entering or leaving the consortium**

### **9.7.1 New Parties entering the consortium**

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

### **9.7.2 Parties leaving the consortium**

#### **9.7.2.1 Access Rights granted to a leaving Party**

##### **9.7.2.1.1 Defaulting Party**

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

##### **9.7.2.1.2 Non-defaulting Party**

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

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

#### **9.7.2.2 Access Rights to be granted by any leaving Party**

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

## **9.8 Specific Provisions for Access Rights to Software**

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 Non-disclosure of information

### 10.1

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

### 10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- 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 Recipient 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 complies with the confidentiality obligations herein contained with respect to such copy.

### 10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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 imposed on the Recipient by a third party who is to the best knowledge of the

Recipient in lawful possession thereof and to the best knowledge of the Recipient 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 Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## **10.7**

If any Recipient 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 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 entities under the same control)
- Attachment 5 (Actions involving Personal Data)

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 Formal and written notices**

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

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

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

## **11.4 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

## **11.5 Mandatory national law**

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

## **11.6 Language**

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

## **11.7 Applicable law**

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

## **11.8 Settlement of disputes**

The Parties shall 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.

## 12 Signatures

### AS WITNESS:

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

### **RINA CONSULTING S.P.A.**

Signature(s)

Name(s) Donato Zangani

Title(s) R&D Manager

Date

**FONDAZIONE LINKS – Leading Innovation & Knowledge for Society (in short LINKS)**

Signature(s)

Name(s) Stefano Buscaglia

Title(s) Managing Director

Date

**IES R&D (in short IES)**

Signature(s)

Name(s)        Scott Finlayson

Title(s)        Director

Date

**POLIS (in short POLIS)**

Signature(s)

Name(s) Karen Vancluysen

Title(s) Secretary General

Date

**ICLEI EUROPEAN SECRETARIAT GMBH (in short ICLEI EURO)**

Signature(s)

Name(s)        Wolfgang Teubner

Title(s)        Managing Director

Date

**FACTUAL CONSULTING SL (in short FACTUAL)**

Signature(s)

Name(s) Josep Laborda

Title(s) CEO & Managing Partner

Date

**LAPPEENRANNAN-LAHDEN TEKNILLINEN YLIOPISTO LUT (in short LUT)**

Signature(s)

Name(s) Janne Hokkanen

Title(s) Strategy Manager

Date

**FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS  
ENERGETICOS (in short CIRCE)**

Signature(s)

Name(s)        Andrés Llombart Estopiñán

Title(s)        General Managing Director

Date

**COMUNE DI TORINO (in short TOR)**

Signature(s)

Name(s) Fabrizio BARBIERO

Title(s) Project Manager

Date

**IREN SPA (in short IREN)**

Signature(s)

Name(s) Enrico Pochettino

Title(s) Head of Innovation

Date

**POLITECNICO DI TORINO (in short POLITO)**

Signature(s)

Name(s) Alberto Tenconi

Title(s) Head of the Department of Energy - DENERG

Date

**Municipality of Kozani (in short MoK)**

Signature(s)

Name(s) Lazaros Maloutas

Title(s) Mayor of Municipality of Kozani

Date

**CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS (in short CLUBE)**

Signature(s)

Name(s) Nikolaos Ntavos

Title(s) Co-founder – Manager

Date

**CORK CITY COUNCIL (in short CCC)**

Signature(s)

Name(s) Bryan Fitzgerald

Title(s) Cork Docklands Programme Manager

Date

**UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (in short TYN)**

Signature(s)

Name(s) Cormac Harrington

Title(s) Chief Operations Officer of Tyndall National Institute

Date

**BUDAPEST FOVAROS X. KERULET KOBANYAI ONKORMANYZAT (in short KOBANYA),**

Signature(s)

Name(s) Antal Robert D. KOVACS

Title(s) Mayor of Kobanya

Date

**Daedalus Digital Kft. (in short FairCity)**

Signature(s)

Name(s) Leonárd Weinek

Title(s) Managing Director

Date

## Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

RINA CONSULTING S.P.A.

As to RINA CONSULTING S.P.A. it is agreed between the Parties that, to the best of their knowledge, **[insert the relevant option here]**.

**[Option 1 start]**

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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

**[Option 1 end]**

**[Option 2 start]**

Option 2: No data, know-how or information of **[NAME OF THE PARTY]** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

**[Option 2 end]**

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

**FONDAZIONE LINKS (in short LINKS)**

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Simulations tools and frameworks developed within the EU funded PROJECT INCIT-EV. Such components include the private e-mobility demand forecasting and the DSS for charging infrastructure estimation	Access to this know-how (not implementation details and not availability of the source code) will be available to the necessary PROJECT Parties when requested (depending on personnel availability).	If a Beneficiary is interested in using know-how of LINKS to exploit its own Results, an agreement should be reached to cover the specifics of that exploitation.
Simulations tools and frameworks developed within the EU funded PROJECT FLEXIGRID. Such components include the simulation of EV smart charging and batteries operations	Access to this know-how (not implementation details and not availability of the source code) will be available to the necessary PROJECT Parties when requested (depending on personnel availability).	If a Beneficiary is interested in using know-how of LINKS to exploit its own Results, an agreement should be reached to cover the specifics of that exploitation
Simulation tools and frameworks developed for Local Public Transport energy transition DSS	Access to this know-how (not implementation details and not availability of the source code) will be available to the necessary PROJECT Parties when requested (depending on personnel availability).	If a Beneficiary is interested in using know-how of LINKS to exploit its own Results, an agreement should be reached to cover the specifics of that exploitation
Infrastructure for digital twin solutions to enable the integration of (already existing) IoT, AI and simulation	Non-exclusive right to use the Background, excluding implementation details and source code availability, solely within the	If a Beneficiary expresses interest in utilizing the know-how of LINKS to exploit its own Results, both parties shall

<p>functions under development within the EU-funded projects RECLAIM and FLEXIndustries.</p>	<p>scope of the PROJECT, as needed and upon request.</p>	<p>collaborate to establish a separate agreement that encompasses the specifics of such exploitation.</p>
<p>Adaption framework for Digital Twin with relevant data handlers, developed within the EU-funded projects FLEXIndustries, FLEXIGRID, MONICA and INCIT-EV.</p>	<p>Non-exclusive right to use the Background, excluding implementation details and source code availability, solely within the scope of the PROJECT, as needed and upon request.</p>	<p>If a Beneficiary expresses interest in utilizing the know-how of LINKS to exploit its own Results, both parties shall collaborate to establish a separate agreement that encompasses the specifics of such exploitation.</p>

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

**IES R&D (in short IES)**

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>The Intelligent Communities Lifecycle (ICL) suite of tools for sustainable buildings and communities including:</p> <ul style="list-style-type: none"> <li>• IES Virtual Environment (VE), suite of Dynamic Simulation Modelling Software</li> <li>• IES iSCAN and associated Command Centre, software for data collection and monitoring of time-series data in buildings</li> <li>• IES iCD, Software for urban planning and masterplanning</li> <li>• IES iVN, Software for network and resource analysis</li> <li>• IES Collaboration Cloud, Cloud based 3D visualisation software</li> </ul>	<p>IES R&amp;D shall provide a free, non-transferrable license to the complete IES ICL suite of tools for sustainable buildings and communities, for the duration of the project only, and to any partner who requires it for research purposes of the TIPS4PED project only.</p>	<p>No direct access will be provided to background that is subject to third-party rights or subject to an existing third-party agreement. No access to source code shall be provided.</p>
<p>Any pre-existing knowledge with respect to computational sustainable analysis including</p>	<p>No direct access will be provided to background that is subject to</p>	<p>No direct access will be provided to background that is subject to third-party rights or</p>

<p>related processes for buildings generated by IES R&amp;D or in conjunction with its partners, that is not in the public domain as well as any proprietary information in IES R&amp;D's business and related market domain is expressly excluded. This refers in particular to knowledge generated by IES R&amp;D through their own internal research projects, within EU-funded or national funded R&amp;D projects, knowledge-generated within industry-funded collaborations (research and services) that are not part of the network and knowledge that is confidential due to other reasons</p>	<p>third-party rights or subject to an existing third-party agreement.</p>	<p>subject to an existing third-party agreement.</p>
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This represents the status at the time of signature of this Consortium Agreement.

### **POLIS (in short POLIS)**

As to POLIS it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of POLIS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**ICLEI EUROPEAN SECRETARIAT GMBH (in short ICLEI EURO)**

As to ICLEI EUROPEAN SECRETARIAT GMBH it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ICLEI EUROPEAN SECRETARIAT GMBH is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

### **FACTUAL CONSULTING SL (in short FACTUAL)**

As to FACTUAL CONSULTING it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Factual Consulting is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**LAPPEENRANNAN-LAHDEN TEKNILLINEN YLIOPISTO LUT (in short LUT)**

As to LAPPEENRANNAN-LAHDEN TEKNILLINEN YLIOPISTO LUT it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of LUT is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS (in short CIRCE)**

As to FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
GHG emissions calculator algoritms and methodology (developed by CIRCE under H24NEWAGE project and 100% owned) which allows to calculate GHG emissions at organizational level (Scope 1, 2, 3)	Right for using the Background within the project, limited to the specific activities in relation with the TIPS4PED platform.	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.

**COMUNE DI TORINO (in short TOR)**

As to COMUNE DI TORINO it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of COMUNE DI TORINO is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**IREN SPA (in short IREN)**

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Operational data from energy systems, EVSE and PV installed in buildings operated by IREN and owned by third-part (Comune di Torino)	Iren will provide confidential data and a possible disclosure shall be discussed by the Parties	Exploitation of the described background shall be discussed by the Parties during the project implementation and exploitation phase

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

**POLITECNICO DI TORINO (in short POLITO)**

As to POLITECNICO DI TORINO it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Politecnico di Torino is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

### **MUNICIPALITY OF KOZANI (in short MoK)**

As to Municipality of Kozani it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MUNICIPALITY OF KOZANI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS (in short CLUBE)**

As to CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**CORK CITY COUNCIL (in short CCC)**

As to CORK CITY COUNCIL it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CORK CITY COUNCIL is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (in short TYN)**

As to UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**BUDAPEST FOVAROS X. KERULET KOBANYAI ONKORMANYZAT (in short KOBANYA)**

As to BUDAPEST FOVAROS X. KERULET KOBANYAI ONKORMANYZAT it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of KOBANYA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**Daedalus Digital Kft. (in short FairCity)**

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
FairCity; digital platform and mobile app, a shared gateway for personalized and mainstream services, incl. public engagement functions with prompt analytics, city functions data management & DSS functions	Upon request, FairCity may provide an access to the software, which might be subject to a license agreement. No direct access will be provided that is subject to third-party rights or subject to an existing third-party agreement.	Upon request, FairCity may provide an access to the software, which might be subject to a license agreement. No direct access will be provided that is subject to third-party rights or subject to an existing third-party 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 8.3.2.**

For **IES R&D**: Integrated Environmental Solutions Ltd (IES Ltd.), Kelvin Campus, West Of Scotland Science Park, Helix Building, G20 0SP Glasgow, United Kingdom.

For **IREN SPA** (IREN): IREN Smart Solutions S.p.A., the Affiliated Entity of IREN SPA, legal address via Nubi di Magellano 30, 42123 Reggio Emilia

## **Attachment 4: Identified Entities under the same control according to Section 9.5**

For **IREN SPA** (IREN): IREN Smart Solutions S.p.A. (ISS), legal address via Nubi di Magellano 30, 42123 Reggio Emilia

## Attachment 5: Actions involving Personal Data

### 1 APPLICATION

Parties will have to comply with the following principles and applicable laws and regulations when collecting, processing, storing, using or transferring any Personal Data for activities conducted, supported or funded pursuant to the Action.

### 2. DEFINITIONS

“Personal Data” shall mean any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing/Data Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Controller/Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

“Processor/Data Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

### 3. DATA PROTECTION COMPLIANCE STRUCTURE

As per GDPR (EU) 679/2016 the Data Controller is accountable for the determination of the purposes and means for the processing of the personal data involved in the roll out of the specific Action. However, all the Parties are committed to the compliance of the applicable data protection legislation.

### 4. PERSONAL DATA COLLECTION AND PROCESSING

4.1 When Personal Data are introduced to the Action by or on behalf of a Party, such Party must ensure that:

(1) the Personal Data are Processed in accordance with all laws, rules, regulations and guidelines applicable to their collection, use, handling, disposal and further Processing, including – without limitation – data protection legislations, such as General Data Protection Regulation 2016/679 (GDPR) all as updated from time to time (“Data Protection Legislation”)

(2) the Personal Data are collected and treated following the lawful base as per art. 6 GDPR (EU) 679/2016 and relevant information are given to the Data Subjects of the Personal Data covering the activities of the Action, including the collection, processing, storage, use and transfer including the addressees of the transfer of the Personal Data as provided for under the Action, the option to the Data Subject to opt-out from the treatment with effect for the future, should always be included,

(3) Data Protection concept is agreed upon, including the minimum requirements for consents, such as that (i) the purpose of use in consent must cover activities under the Action, (ii) consent must always be requested to Data Subjects to allow for transfer of data inside and outside EU, and (iii) the consent must be voluntary with a right to withdraw at any time,

(4) the Data Subjects of the Personal Data have not withdrawn their informed consents, opt-out from the initiatives, or exercise any other of their rights.

4.2 Parties shall ensure that employees dealing with the Processing of Personal Data have been obliged to confidentiality and that they are informed about the Data Protection Legislation and contractual provisions regarding data protection.

4.3 To the extent a Sub-Contractor Processes Personal Data, the appointing Party will select such Sub-Contractor considering the adequacy of the technical and organizational measures for the protection of Personal data implemented by the Sub-Contractor and will oblige such Sub-Contractor in accordance with this Consortium Agreement. If the Sub-Contractor and/or its Processing is located in countries outside the European Economic Area which do not offer an adequate level of protection, the appointing Party is obliged to agree on applicable standards to implement an adequate level of protection, e.g. where applicable by executing model clauses in the form issued by the European Commission.

4.4 Parties will not introduce to the Action Personal Data that are collected for reasons unrelated to the Action, unless (i) all legal requirements under applicable Data Protection Legislation for the collection, processing, storage, use and transfer of the Personal Data under the Action (such as that the informed consent allows for such use) are fulfilled. When a Party obtains Personal Data from a source where the collection was made for reasons unrelated to the Action the Parties shall need to become informed about the origin of the Personal Data.

4.5 It is agreed to cover by means of the agreement Controller to Controller the following situation:

(1) the administrative and management tasks executed by the Project Coordinator in the name and on behalf of the other Parties within the Action, e.g. the collection of information and their transmission to the European Commission for periodic reporting,

(2) the production and sharing between Parties of mailing and contact lists for dissemination purposes,

(3) the sharing between Parties of project documentation in a common database/repository regardless which Party is responsible for it, to the extent which the access to the repository is granted to all the Parties.

The Agreement Controller to Controller is regulated by the following clause 4.6.

4.6 To the extent a Party introduces to the Action Personal Data and thereby enables other Parties to access and Process such Personal Data within the Project independent from specific instructions regarding the handling of Personal Data ("Controller to Controller"), the introducing Party and the accessing Parties are additionally obliged as follows:

(1) Personal Data shall be accessed only for the purpose of the Action and the corresponding agreements, i.e. the Grant Agreement and the Consortium Agreement. Further Processing of such introduced Personal Data by the accessing Party for own purposes or for purposes of Third Parties is not permitted, unless expressly permitted in the consent,

(2) The Personal Data being introduced to the Action or Processed shall be adequate in relation to the purpose of the transfer and the Processing. No Personal Data shall be transferred and Processed if it is not necessary for the stated purpose,

(3) Personal Data shall be retained by the accessing Party in accordance with applicable laws and regulations and shall not be retained longer than necessary for the purposes of the Project, within the limitations of applicable laws and Party Privacy Policies,

(4) The introducing Party shall inform the Data Subject about the transfer of their Personal Data to and the Processing by the accessing Party and if applicable Third Parties in accordance with Data Protection Legislation. The accessing Party shall provide the introducing Party with all information about the accessing and Processing of the Personal Data which the introducing Party requests in order to inform the Data Subject according to applicable law.

(5) The introducing Party which will act as Data Controller remains the responsible contact for any requests by the Data Subject, e.g. for information, correction or deletion of the Personal Data or for an objection to the Processing.

(6) The accessing Party shall take all reasonable technical and organizational measures necessary to protect the introduced Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction of or damage to such Personal Data.

(7) The introducing Party is entitled to perform an audit if the accessing Party Processes Personal Data in accordance with the foregoing, if appropriate. For this purpose the accessing Party will inform the introducing Party upon request and provide necessary documents and information to the introducing Party. The accessing Party is obliged to perform internal audits to ensure compliance with its obligations.

4.7 To the extent the Party introduces to the Action Personal Data that are accessed and Processed by other Parties or Third Parties only on behalf and instructions of the introducing Party (“Data Controller to Data Processor”), the introducing Party and the accessing Party are additionally obliged as follows:

(1) The accessing Party shall process Personal Data exclusively in the name of and in accordance with the instructions of the introducing Party (Data Controller). The introducing Party remains the Data Controller and responsible for the legality of Processing Personal Data.

(2) The Processing of the Personal Data by the accessing Party shall exclusively and entirely occur in the type and extent and for the purposes of the Action and shall exclusively relate to the type of data and the circle of affected persons.

(3) The accessing Party shall be regarded as Data Processor and shall not acquire any rights with respect to the Personal Data.

(4) With respect to Personal Data as per Record of Processing Activities, additionally the terms and obligations as per Article 28 of General Data Protection Regulation 2016/679, apply including the obligations of the accessing Party to provide for the technical and organizational measures as per Article 32 of General Data Protection Regulation 2016/679.

4.8 Should the consortium establish databases or repositories, the Party responsible for database/repository may be considered a Processor so that Clause 4.6 would apply.

## 5. USE OF PERSONAL DATA IN THE ACTION

5.1 Parties are responsible for their processing, storing, using and transferring of Personal Data in compliance with the applicable Data Protection Legislation and for purposes that are consistent with the consent obtained, if applicable.

5.2 The Party introducing the Personal Data to the Action shall immediately inform the other Parties in writing in case that Data Subjects have withdrawn their consent.

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**FONDAZIONE LINKS - LEADING INNOVATION & KNOWLEDGE FOR SOCIETY (LINKS)**, PIC 916573856, established in **VIA PIER CARLO BOGGIO 61, TORINO 10138, Italy**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**IES R&D (IES)**, PIC 913909751, established in **CASTLEFORBES HOUSE, CASTLEFORBES ROAD, DUBLIN 1, Ireland**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**POLIS (POLIS)**, PIC 999928381, established in RUE DU TRONE 98, BRUXELLES 1050, Belgium,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**ICLEI EUROPEAN SECRETARIAT GMBH (ICLEI EUROPASEKRETARIAT GMBH) (ICLEI EURO)**, PIC 998341364, established in LEOPOLDRING 3, FREIBURG IM BREISGAU 79098, Germany,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**FACTUAL CONSULTING SL (FACTUAL)**, PIC 906285454, established in JOSEP VALLS 13, 2ON A, SANT CUGAT DEL VALLES 08195, Spain,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**LAPPEENRANNAN-LAHDEN TEKNILLINEN YLIOPISTO LUT (LUT)**, PIC 999591209,  
established in **YLIOPISTONKATU 34, LAPPEENRANTA 53850, Finland**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**FUNDACION CIRCE CENTRO DE INVESTIGACION DE RECURSOS Y CONSUMOS ENERGETICOS (CIRCE)**, PIC 999516907, established in **PARQUE EMPRESARIAL DINAMIZA, AVDA. DE RANILLAS, 3D, ZARAGOZA 50018, Spain**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**COMUNE DI TORINO (TOR)**, PIC 986538792, established in **PIAZZA PALAZZO DI CITTA 1, TORINO 10122, Italy**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**IREN SPA (IREN)**, PIC 974020360, established in **VIA NUBI DI MAGELLANO 30, REGGIO EMILIA 42123, Italy**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**POLITECNICO DI TORINO (POLITO)**, PIC 999977754, established in CORSO DUCA DEGLI ABRUZZI 24, TORINO 10129, Italy,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**DIMOS KOZANIS (MoK)**, PIC 937388213, established in NIKHS SQ1, KOZANI 50131, Greece,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**CLUSTER VIOOIKONOMIAS KAI PERIVALLONTOS DYTIKIS MAKEDONIAS (CLUBE)**, PIC 939128878, established in ZEP AREA, KOZANI 50100, Greece,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**CORK CITY COUNCIL (CCC)**, PIC 986290763, established in **CITY HALL, CORK T12 T997**, Ireland,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (TYN)**,  
PIC 999975717, established in **WESTERN ROAD, CORK T12 YN60, Ireland**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**BUDAPEST FOVAROS X. KERULET KOBANYAI ONKORMANYZAT (KOBANYA)**, PIC 936756258, established in **SZENT LASZLO TER 29, BUDAPEST 1102, Hungary**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**

**ACCESSION FORM FOR BENEFICIARIES**

**DAEDALUS DIGITAL KFT. (FairCity)**, PIC 882481848, established in **SZLACSANYI FERENC 84, BUDAPEST 1151, Hungary**,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101139633 — TIPS4PED** ('the Agreement')

**between RINA CONSULTING SPA (RINA-C) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the **beneficiary**