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| [Change Records]  |  |  |  |  | | --- | --- | --- | --- | | Version | Date | Changes | Author | | Version 1 | 15.01.2016 | First draft | SIVECO (Anna Tufareanu) | | Version 1.1 | 20.02.2016 | Background information of SIVECO was included | SIVECO (Anna Tufareanu) | | Version 1.2 | 15.03.2016 | Administrative information and backgroung information of various partners were included | SIVECO (Anna Tufareanu) | | Version 1.3 | 05.04.2016 | Updates regarding the Consortium Bodies, based on proposals made by CELLENT | SIVECO (Anna Tufareanu) | |

### CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 2nd of May 2016, hereinafter referred to as the Effective Date

BETWEEN:

**SIVECO ROMANIA SA (SIVECO),** registration Code J40/14658/1992, sole identification number RO476331, established in SOSEAUA BUCURESTI-PLOIESTI nr 73-81, COMPLEX VICTORIA PARK, CORP CLADIRE C4, SECTOR 1, BUCURESTI, 013685, Romania,

the Coordinator

CELLENT AG (CELLENT), registration Code FN208229W established in LASSALLESTRASSE 7B, WIEN, 1020, Austria

ANSWARETECH SL (ANSWARE), registered with the Madrid Trade and Company Registry Volume 17368, Book 0, Section 8ª, Leaf 21, Sheet M-297971 and located at calle Fábricas 8, 28923 Alcorcón, Spain

Government To You (Gov2u), registration Code 0823114185, sole identification number 0823114185,established in SQUARE EUGENE PLASKY BTE 1 92-94, Bruxelles, 1030, Belgium

COMUNE DI GENOVA (GENOVA), sole identification number 00856930102,established in VIA GARIBALDI 9, GENOVA, 16124, Italy

INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII (DDNI), sole identification number RO2646378, established in BABADAG ST 165, TULCEA, 820112, Romania

AYUNTAMIENTO DE BILBAO (BILBAO), registration Code …………., sole identification number …….., established in URIBITARTE 18-4 DCHA, BILBAO, 48001, Spain

ANO, Sistemas de Informática e Serviços, LDA (ANO), registration Code …………., sole identification number …….., established in TRAVESSE ALFERES MALHEIRO 105, PORTO, 4000-060, Portugal

Exdwarf consulting s.r.o. (Exdwarf), registration Code …………., sole identification number …….., established in ŠAFÁRIKOVO NÁMESTIE 2, BRATISLAVA, 81102, Slovakia

Institutia Prefectului- Judetul Tulcea (IP TULCEA), sole identification number 4321615 established in STRADA PACII, Tulcea, 820009, Romania

Bratislava Self-Governing Region (BSK), sole identification number 36063606, established in SABINOVSKA 16, BRATISLAVA, 82005, Slovakia

Município de Vila Nova de Famalicão (CMVNF), registration Code …………., sole identification number …….., established in Praça Álvaro Marques Street, Vila Nova de Famalicão, 4764-502, Portugal

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

relating to the Action entitled

Public FLOOD Emergency and Awareness SERVice

in short

FLOOD-serv

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at . www.desca-2020.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“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 (Steering Committee).

"Funding Authority"

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

“Consortium Budget”

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

“Defaulting Party”

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

“Needed” means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be 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.

For Use of own Foreground

Access Rights are Needed if, without the grant of such Acces Rights, the Use of own Foreground would be technically or legally impossible.

“Software”

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

# Section 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.

# Section 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 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 and of the GA Article 50.

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or

- is terminated,

or if 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 and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

# Section 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, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties. No party however guarantees that this information or material is complete, fully accurate or is fit for the purpose for which it is provided.

4.2 Breach

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee 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 in accordance with the provisions of this Consortium Agreeent and the EC-GA.

4.3 Involvement of third parties

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

# Section 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 Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

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.

Where any single incident gives rise to a claim against a Party from more than one other Party, the claimant Parties will allocate any recovery of loss pro rata in accordance with their respective losses.

The exclusion and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

# Section 6: Governance structure

6.1 General structure

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

Steering Committee is the ultimate decision-making body of the consortium. It is chaired, as "chairperson", by the Project Coordiator, unless decided otherwise in a meeting of the Steering Committee.

Technical Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the Steering Committee for the execution of the Project which shall report to and be accountable to the Steering Committee. It is chaired, as “chairperson” by the Project Director. (or Project Manager)

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

The Dissemination and Exploitation Board and the Technical Committee oversee the work and the deliverables of the Project and will assist and support the Steering Committee and the Project Coordinator.

The Executive Board assists the Steering Committee and the Coordinator.

6.2 General operational procedures for all Consortium Bodies

Consortium bodies are:

Steering Committee

Executive Board

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

should be represented at any meeting of such Consortium Body;

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. Each meeting will be hosted by one Member who will be in charge with its organisation and will be known as the Organiser.

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| Steering Committee | At least once a year | At any time upon written request of the Executive Board or 1/3 of the Members of the Steering Committee |
| Executive Board | At least once every 3 months | At any time upon written request of any Member of the Steering Committee |

The chairperson of each Consortium Body are:

|  |  |
| --- | --- |
|  | Chairperson |
| Steering Committee | The project coordinator |
| Executive Board | The project coordinator or the project manager |

6.2.2.2 Notice of a meeting:

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

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| Steering Committee | 45 calendar days | 15 calendar days |
| Executive Board | 14 calendar days | 7 calendar days |

6.2.2.3 Sending the agenda:

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

|  |  |
| --- | --- |
| Steering Committee | 15 calendar days for ordinary meeting, 10 calendar days for an extraordinary meeting |
| Executive Board | 7 calendar days for ordinary meeting, 5 calendar days for an extraordinary meeting |

6.2.2.4 Adding agenda items:

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

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

|  |  |
| --- | --- |
| Steering Committee | 7 calendar days for ordinary meeting, 4 calendar days for an extraordinary meeting |
| Executive Board | 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 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

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

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

6.2.3 Voting rules and quorum

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

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

6.2.3.2 Each Member of the Steering Committee present or represented in the meeting shall have a number of votes according to the budget share. All partners with a grant amount larger than 230.000 eur will have 2 votes. All partners with a grant amount smaller than 230.000 eur will have 1 vote.

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

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. As a general rule the members will seek to reach a consensus among all partners, if a consensus is not possible decisions shall be taken by a majority of the votes.

6.2.4 Minutes of meetings

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

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

6.2.4.3 The Organiser shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Steering Committee

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

## 6.3.1.1 Members

6.3.1.1.1 The Steering Committee shall consist of one representative of each Party (hereinafter Steering Committee Member).

6.3.1.1.2 Each Steering Committee 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 Steering Committee, unless decided otherwise in a meeting of the Steering Committee.

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

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3.1.2 Decisions

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

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

* Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
* Changes to the Consortium Plan
* Modifications to Attachment 1 (Background Included)
* Additions to Attachment 2 (Background excluded)
* Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
* Additions to Attachment 4 (Identified Affiliated Entities)]

Evolution of the consortium

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

Appointments

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

Executive Board Members

6.3.2 Executive Board Members

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

## 6.3.2.1 Members

The Executive Board shall consist of the Coordinator and all WP-Leaders as appointed by the Steering Committee (herinafter Executive Board Members)

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the Steering Committee Members for information.

## 6.3.2.3 Tasks

6.3.2.3.1 The Executive Boardshall prepare the meetings, propose decisions and prepare the agenda of the Steering Committee according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the Steering Committee.

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

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

6.3.2.3.6 The Executive Board shall:

* agree on the Members of the Management Support Team, upon a proposal by the Coordinator
* support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
* prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the Steering Committee, the Executive Boardshall advise the Steering Committee on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

* monitoring compliance by the Parties with their obligations
* keeping the address list of Members and other contact persons updated and available
* collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
* transmitting documents and information connected with the Project to any other Parties concerned
* administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
* providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

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

## 6.5 Management Support Team

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

# Section 7: Financial provisions

## 7.1 General Principles

## 7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget as included in the Consortium Plan

- the approval of reports by the Funding Authority, and

- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share. In case budget is left at the end of the project from partners spending less than their share, the remaining budget will be shared among those exceeding their allocated share proportionally to their budget share.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be appointed to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

## 7.2 Budgeting

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

7.3 Payments

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

In particular, the Coordinator shall:

* notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
* perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
* undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
* With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Payment schedule

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

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

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

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

# Section 8: Results - Foreground

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, non-exclusive, non-transferable basis and without requiring the prior consent of the other joint owner(s),

- unless otherwise agreed in writing, the joint owners may only use the jointly owned Results for commercial purposes only with the prior written agreement of all joint owners, and

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

(a) at least 45 calendar days advance notice; and

(b) Fair and Reasonable compensation.

Where joint ownership exists, the Parties jointly owning Results (“the Co-owners”) undertake to make their best efforts to establish a written co-ownership agreement regarding the allocation and terms of exercising such joint ownership, as soon as possible as of the date of generation of the joint Results, and in any case before prior to seeking any formal registration or incurring costs in respect of such jointly owned Results.

The share of each of the Co-owners to the development of such joint-Results shall be defined between the Co-owners proportionally to the resources contributed by each Co-owner whether human, financial or intellectual.

8.2 Transfer of Results

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

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

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

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

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

## 8.3 Dissemination

8.3.1 Dissemination of own Results

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator 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.

8.3.1.2 An objection is justified if

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

(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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

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 Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party’s unpublished Results or Background

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

## 8.3.3 Cooperation obligations

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

## 8.3.4 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.

# Section 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 can propose to the Steering Committee to modify its Background in Attachment 1.

## 9.2 General Principles

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

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

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

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

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

9.2.6 All requests for Access Rights shall be made in writing.

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

9.2.7 The requesting Party must show that the Access Rights are Needed and indicate the specific intended purpose.

## 9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

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

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

## 9.5 Access Rights for Affiliated Entities

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

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

## 9.7.2 Parties leaving the consortium

## 9.7.2.1 Access Rights granted to a leaving Party

## 9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Steering Committee 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.

# Section 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 Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

* not to use Confidential Information otherwise than for the purpose for which it was disclosed;
* not to disclose Confidential Information to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

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

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

* the Confidential Information 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
* the Confidential Information was already known to the Recipient prior to disclosure or
* the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

- notify the Disclosing Party, and

- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

# Section 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 8.2.2)

Attachment 4 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

## 11.4 Assignment and amendments

Except as set out in Section 8.2, 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

All disputes or differences directly arising in connection with this Consortium Agreement, (other than disputes to the infringements of IPR including any dispute in which a Party alleges that another Party has abused its power, which cannot be settled amicably by the parties concerned shall be referred during the Project to the Steering Committee in first instance.

In default of satisfactory mediation by the Steering Committee, the matter will be subject to the jurisdiction of the competent court in Brussels. Such court shall have jurisdiction in the event of a counterclaim made by the defendant in the legal action.

# Section 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.

SIVECO ROMANIA SA (SIVECO)

Signature(s)

Name(s) Florian – Gabriel ILIA  
Title(s) President & CEO

Date

# Section 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.

CELLENT AG (CELLENT)

Signature(s)

Name(s) Josef Janisch  
Title(s) CEO

Date

# Section 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.

ANSWARETECH SL (ANSWARE)

Signature(s)

Name(s) Tonny Velin  
Title(s) CEO

Date

# Section 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.

Government To You (Gov2u)

Signature(s)

Name(s) Tasos Spyropoulos  
Title(s) Head of financial services

Date

# Section 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.

COMUNE DI GENOVA (GENOVA)

Signature(s)

Name(s) Paolo Castiglieri  
Title(s) Smart City Strategy & European Projects Responsible

Date

# Section 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.

INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII (DDNI)

Signature(s)

Name(s) Marian Tudor  
Title(s) General Director

Date

# Section 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.

AYUNTAMIENTO DE BILBAO (BILBAO)

Signature(s)

Name(s)  
Title(s)

Date

# Section 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.

ANO, Sistemas de Informática e Serviços, LDA (ANO)

Signature(s)

Name(s)  
Title(s)

Date

# Section 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.

Exdwarf consulting s.r.o. (Exdwarf)

Signature(s)

Name(s)  
Title(s)

Date

# Section 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.

Institutia Prefectului- Judetul Tulcea (IP TULCEA)

Signature(s)

Name(s) Marin Bădiță  
Title(s) Tulcea County Prefect

Date

# Section 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.

Bratislava Self-Governing Region (BSK)

Signature(s)

Name(s) Pavol Frešo  
Title(s) Chairman

Date

# Section 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.

Município de Vila Nova de Famalicão (CMVNF)

Signature(s)

Name(s)  
Title(s)

Date

# [Attachment 1: Background included]

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

PARTY 1

As to SIVECO ROMANIA SA (SIVECO), it is agreed between the parties that, to the best of their knowledge:

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
| Software components, applications and libraries previously developed and owned by SIVECO | The SIVECO background software usage is limited to the project partners only and for the duration of the project implementation only, The partners will be granted access , as needed for project implementation, to internal information and documentation regarding SIVECO background software. The partners will not be granted access to SIVECO background software source code.  The partners will not copy, reproduce or otherwise use the SIVECO background software for any other purposes than the current project implementation. | The SIVECO background software applications, components or parts included in the project results will only be used according to existing SIVECO licensing terms and conditions. In case of conflicts between project results and SIVECO background software licensing agreements, the SIVECO background software terms and conditions will prevail.  The partners and final users of the project results will not copy, reproduce or otherwise use the SIVECO background software for any other purposes than the ones granted through project results license agreements. |
| SIVECO know-how and expertise in software implementation services (analysis, design, development, testing, implementation, training, technical support) | The SIVECO know-how and expertise in software implementation services will be available for consulting, usage and adaptations/ modifications for project implementation purposes. The partners will not copy, reproduce or otherwise use the SIVECO know-how and expertise for any other purposes than the current project implementation. The IPR of all the modifications of the documents and information provided by SIVECO will be vested in SIVECO after project implementation. | The access to and usage of the SIVECO know-how and expertise in software implementation services will be limited only to the project implementation period and will not be available after that period neither for partners nor for the final users of the project results. |

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

PARTY 2

As to CELLENT AG (CELLENT), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
| All components developed within the FUPOL and SMARTGOV project covering   * social media * analytics * visualisation * and related documentation. | Component will be provided as an API / Webservice access on remote servers or in the cloud.  The partners will not copy, reproduce or otherwise use the background for any other purposes than the current project implementation. | Free access to those services will end after the project. |

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

PARTY 3

As to ANSWARETECH SL (ANSWARE), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
| Software components, applications and libraries previously developed and owned by Answare | The Answare background software usage is limited to the project partners only and for the duration of the project implementation only, The partners will be granted access , as needed for project implementation, to internal information and documentation regarding Answare background software. The partners will not be granted access to Answare background software source code.  The partners will not copy, reproduce or otherwise use the Answare background software for any other purposes than the current project implementation. | The Answare background software applications, components or parts included in the project results will only be used according to existing Answare licensing terms and conditions. In case of conflicts between project results and Answare background software licensing agreements, the Answare background software terms and conditions will prevail.  The partners and final users of the project results will not copy, reproduce or otherwise use the Answare background software for any other purposes than the ones granted through project results license agreements. |
| Answare know-how and expertise in software implementation services (analysis, design, development, testing, implementation, training, technical support) | The Answare know-how and expertise in software implementation services will be available for consulting, usage and adaptations/ modifications for project implementation purposes. The partners will not copy, reproduce or otherwise use the Answare know-how and expertise for any other purposes than the current project implementation. The IPR of all the modifications of the documents and information provided by Answare will be vested in Answare after project implementation. | The access to and usage of the Answare know-how and expertise in software implementation services will be limited only to the project implementation period and will not be available after that period neither for partners nor for the final users of the project results. |

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

PARTY 4

As to Government To You (Gov2u), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 2: No data, know-how or information of Government To You shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 5

As to COMUNE DI GENOVA (GENOVA), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
| Open data | No limitations to Access Right in the field concerned, all datasets are ruled by Creative Commons Licenses | No limitations to Access Right in the field concerned, all datasets are ruled by Creative Commons Licenses |
| Existing data and services belonging to the Municipality | No limitations to Access Right will be applied to the partners during the project life. Data and services should be used according to the property licences and codes should not be copied or modified by any partner | No limitations to Access Right will be applied to the partners during the project life. Data and services should be used according to the property licences and codes should not be copied or modified by any partner |

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

PARTY 6

As to INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII (DDNI), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|  |  |  |
|  |  |  |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 7

As to AYUNTAMIENTO DE BILBAO (BILBAO), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|  |  |  |
|  |  |  |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 8

As to ANO, Sistemas de Informática e Serviços, LDA (ANO), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|  |  |  |
|  |  |  |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 9

As to Exdwarf consulting s.r.o. (Exdwarf), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|  |  |  |
|  |  |  |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 10

As to Institutia Prefectului- Judetul Tulcea (IP TULCEA), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
| Studies, reports, plans and strategies | IP Tulcea background studies, reports, plans and strategies usage is limited to the project partners only and for the duration of the project implementation only, The partners will be granted access , as needed for project implementation, to internal information and documentation regarding IP Tulcea background studies, reports, plans and strategies .  The partners will not copy, reproduce or otherwise use the IP Tulcea background studies, reports, plans and strategies for any other purposes than the current project implementation. | The IP Tulcea background studies, reports, plans and strategies included in the project results will only be used according to existing IP Tulcea terms and conditions.  The partners and final users of the project results will not copy, reproduce or otherwise use the IP Tulcea background Studies, reports, plans and strategies for any other purposes than the ones granted through project results license agreements. |

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

PARTY 11

As to Bratislava Self-Governing Region (BSK), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 2: No data, know-how or information of Bratislava Self-Governing Region shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 12

As to Município de Vila Nova de Famalicão (CMVNF), it is agreed between the parties that, to the best of their knowledge (*please choose)*

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement) |
|  |  |  |
|  |  |  |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

# [Attachment 2: Accession document]

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)  
Name(s)  
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)  
Name(s)  
Title(s)

# [Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]

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

# [MODULE IPR SC]

# Specific Software provisions

## 9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

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

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

(where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;

that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;

that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

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

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

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

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

9.8.2. General principles

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

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

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

9.8.3. Access to Software

Access Rights to Software which is Results shall comprise:

Access to the Object Code; and,

where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,

if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

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

## 9.8.4. Software licence and sublicensing rights

## 9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

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

to make an unlimited number of copies of Object Code and API; and

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

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

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

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

## 9.8.4.2.1 Results - Rights of a Party

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

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

## 9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

## 9.8.4.2.3 Background

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

## 9.8.5 Specific formalities

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