

Consortium Agreement



deployEMDS

Final version 25.04.24

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Version change records

CA Version	Date	Change
Version 1	06.07.2023	DESCA AP Version text adapted to deployEMDS requirements
Version 1.1	05.10.2023	Initial version, first round of discussion
Version 2	23.02.2023	Second round of discussion, explanations and non-controversial options and comments deleted
Version 2.1	29.01.2024	Further updates
Version 2.2	24.02.2024	Further bilateral discussion with APs
Version 2.3	21.03.2024	Pre-final draft
Version 2.4	16.04.2024	Pre-final version
Version 2.5	25.04.2024	Final version for signature

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made effective on 01 November 2023, hereinafter referred to as the Effective Date

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hereinafter [, jointly or individually,] referred to as ["Associated Partners" or "Associated Partner"],

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as "Parties" or
"Party"

relating to the Action entitled

Data space for mobility (deployment)

in short

deployEMDS

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 the **Digital Europe Programme (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 Beneficiaries 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 Grant Agreement including its Annexes.

1.2 Additional Definitions

“Advisory Board”

The Advisory Board comprises leading experts from industry (mobility, transport, and technology), associations and research including leading legal experts. It supports the Steering Committee (see Sections 6.3.2 and 6.3.3).

“Security Advisory Board”

The Security Advisory Board (SAB) comprises a sub-group of experts from the Advisory Board including leading technology and cybersecurity experts. The SAB supports the Steering Committee by addressing security matters and ensuring the proper handling of sensitive information (see Sections 6.3.3. and 6.3.2).

“Steering Committee”

The Steering Committee is the supervisory body for the execution of the Project and is described in the Governance Structure of this Consortium Agreement (see Section 6.3.2).

“General Assembly”

The General Assembly is as the ultimate decision-making body of the consortium and is comprised of one representative of each Beneficiary. One representative of each Associated Partner is a standing invitee (see Section 6.3.1).

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Work Plan”

Work Plan means the description of the work packages, tasks, deliverables, milestones, and the related agreed-upon budget as described in the Grant Agreement, which may be updated by the General Assembly.

“Granting Authority”

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

“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 4.3 of this Consortium Agreement.

“Needed”

Needed means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

2 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 Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary'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.

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

3.3 Survival of rights and obligations

The provisions relating to Results, 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 Specific responsibilities for Associated Partners

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority. Associated Partners must ensure their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners (see Grant Agreement Articles listed below). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partners.

The Associated Partners hereby commit to implement the Project tasks attributed to them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commit especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners support the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partners hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partners.

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant

Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to the amount stated under Section 5.2.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 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.

4.4 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.

4.5 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.

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 general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

An Associated Partner's total liability towards the other Parties collectively for claims arising outside of the responsibility of the Granting Authority (as specified above under Section 4.2 shall be limited to EUR 10 000. For claims involving an Associated Partner and one or more Beneficiaries, the total liability of the Beneficiary(ies) towards the Associated Partner(s) shall also be limited to EUR 10 000, and the total liability of the Associated Partner(s) towards the Beneficiary(ies) shall similarly be limited to EUR 10 000.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law. This limitation of liability is also not applicable in case of Section 5.6.

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.

5.6 Secondary allocation of joint and several liability

The Beneficiaries hereby agree that Article 22 of the Grant Agreement and Point 4.4 of the Data Sheet to the Grant Agreement, which establishes joint and several liability among the Beneficiaries for enforced recoveries up to the maximum grant amount of the Beneficiary shall be implemented as follows:

If the Granting Authority claims a recovery in accordance with Article 22.2 of the Grant Agreement from any Beneficiary, the Beneficiary whose default has caused the claim shall pay to the Granting Authority such amount in full.

If the funds cannot be recovered by the responsible Beneficiary in accordance with Article 22.4 of the Grant Agreement, the amount not recovered plus any interest of late payment, if any, shall be paid by the other Beneficiaries to the Granting Authority up to the maximum grant amount of the Beneficiary. To the extent a Beneficiary (Compensating Party) has made payments to the Granting Authority based on joint and several liability, the Compensating Party shall be entitled to full reimbursement and compensation from the Beneficiary who has caused the recovery.

6 Governance structure

6.1 General structure

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Steering Committee as the supervisory body for the execution of the Project, which shall report and be accountable to the General Assembly
- The Advisory Board as a body for expert support including a Security Advisory Board (SAB)
- The Coordinator as 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;
- 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 twice a year	At any time upon request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	At least monthly	At any time upon request of any Member of the Steering 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
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
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
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 10 calendar days after receipt by a Party and
- b) a majority of two-thirds (2/3) of the Members of the General Assembly agree.

The Coordinator shall inform all the Parties 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 Body 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. Associated Partners cannot be counted in the quorum.

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Standing invitees present or represented have no voting rights. Only Beneficiaries shall have the right to vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.3.1.1.4.

6.2.3.3

A Party which the General Assembly has declared according to Section 4.3 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 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 the 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 the draft minutes to all Members and standing invitees 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 by written notice to the chairperson with respect to the accuracy of the draft of the 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 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1

The General Assembly shall consist of one representative of each Beneficiary (hereinafter General Assembly Member). One representative of each Associated Partner is a standing invitee.

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. For the avoidance of doubt, any change to the Consortium Agreement or any budget-related change to Annex 1 to the Grant Agreement and/or decisions regarding litigation and associated expenses shall only be legally binding between the Parties if agreed in writing and executed by the duly authorised signatories of each Party.

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by 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 6.2.4.1 or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Associated Partners are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.1.2) and therefore are not counted towards any respective quorum:

- Financial changes to the Work Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.2.2.8).

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 referring to the decisions listed below made by the 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 Work 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)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- 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
- 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

Breach, defaulting party status and litigation

- 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

Appointments

- The General Assembly shall be consulted by the Coordinator regarding the appointment of Advisory Board Members and the Security Advisory Board Members.

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of one representative of each work package and one representative of the respective task of each local implementation Project.

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

6.3.2.2 Minutes of meetings

Minutes of Steering Committee 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 Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly's meetings according to Section 6.3.1.2.

6.3.2.3.2

The Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

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

6.3.2.3.4

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

6.3.2.3.5

In addition, the Steering 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 Work Plan and, if necessary, propose modifications of the Work Plan to the General Assembly.

6.3.2.3.6

The Steering Committee shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables, including their respective security processes, if applicable (see 6.3.4 and 6.3.5)
- 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 Steering 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.

6.3.3 Advisory Board and Security Advisory Board

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

6.3.3.1 Members

The Advisory Board and the SAB will be set up by the Coordinator after consultation of the General Assembly. The Advisory Board shall consist of a broad range of leading experts, and the SAB, a sub-committee of the Advisory Board, shall consist of leading technology and cybersecurity experts.

All meetings of the Advisory Board will be chaired by the Coordinator.

6.3.3.2 Minutes of meetings

The Coordinator shall write the minutes of the Advisory Board meetings. The minutes shall be sent by the Coordinator to the General Assembly Members for information.

The Advisory Board members may be invited to participate in Steering Committee meetings if deemed necessary but have not any voting rights. The Advisory Board members will meet at least six times over the duration of the project.

6.3.3.3 Tasks

The Advisory Board shall support the Steering Committee and the Consortium by providing strategic expert advice and feedback.

A Security Advisory Board (SAB) will be established as a part of the Advisory Board by the Coordinator. The Security Advisory Board shall support the Steering Committee to address security matters and ensure the proper handling of sensitive information. The SAB shall review the project deliverables marked as SEN/REC in the Grant Agreement, assess whether they include any security sensitive information and propose timely measures for preventing the misuse of such information. The SAB shall submit such recommendations to the General Assembly, ultimately responsible for decision-making and

implementation of all necessary changes. The process will be managed by the Project Security Officer (PSO).

6.3.3.4 Non-disclosure of information

The Coordinator will ensure that a non-disclosure agreement is signed by each Advisory Board member and the Parties (see Attachment 5).

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any Confidential Information will be exchanged/disclosed, whichever date is earlier.

6.3.4 Project Security Officer (PSO)

The Project Security Officer (PSO) shall ensure that the rules on the handling of sensitive information and applicable security procedures are respected. The PSO coordinates the security review process together with the SAB for all deliverables and information to be published.

6.3.5 Coordinator

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.

6.3.6

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 certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties 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 and for other justified reasons (e.g. audits).
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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.

6.3.7

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

6.3.8

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.

6.3.9

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

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

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

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary 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 Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

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

A Beneficiary that spends more than its allocated share of the budget as set out in the Work 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 Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Beneficiary 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 Work Plan. The

Coordinator has the right to request to receive a prognosis from each Party during the last year of the Project regarding evaluations of actual costs in relation to the Project budget. If a Party falls behind on spending its share of the funds in accordance with the Grant Agreement and such Party cannot justify this and/or provide a plan to address the situation, the matter shall be presented at the General Assembly which decides on how to manage the situation, considering the information provided by the affected Party.

In case a Beneficiary has received excess payment, the Beneficiary 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 Beneficiary is in substantial breach of the Consortium Agreement.

Excess payments which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, only after the Coordinator has demonstrated to the remaining Parties that all necessary measures for the effective recovery of the excess payments in question from the breaching Party have been pursued. In the event that the remaining Parties have paid their share and the Coordinator receives the excess payment (in whole or in part) from the breaching Party, these excess payment amounts 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. For the avoidance of doubt, this does not apply to liability claims for damages of a Party towards the breaching Party.

7.1.5 Revenue

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

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary 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 Beneficiary declared to be 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 Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party Payments.

7.2 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

notify the Beneficiary 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 Beneficiary 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 in accordance with the interim payment ceiling cap of 90% of the maximum grant amount.

7.2.1

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries 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 Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary 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 Beneficiary declared as 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 Beneficiary when this is required by or agreed with the Granting Authority in accordance with the Grant Agreement.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

However, two or more Parties own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - establish the respective contribution of each beneficiary, or
 - separate them for the purpose of applying for, obtaining or maintaining their protection.

8.2 Joint ownership

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership. The joint owners may also agree in writing to apply another ownership regime than joint ownership.

Unless otherwise agreed in the joint ownership agreement:

- 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 this Agreement.

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 and if prohibited by law, as soon as possible, 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 Communication, Dissemination and Visibility, subject to the following provisions.

Prior written notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned submission of the publication shall be made by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, 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 a precise request for necessary modifications.

8.4.2.3

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

8.4.2.4

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 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. The procedure and conditions detailed in Section 8.4.2 is not applicable in case of dissemination under Section 8.4.3.

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. The Coordinator shall use reasonable efforts to ensure that Attachment 1 is maintained in an up-to-date condition, subject to the availability of relevant information and resources.

9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Work 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.

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 non-commercial research and for teaching activities shall be granted on a royalty-free basis subject to state aid law.

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 and its Annex 5 if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

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 (listed in Attachment 4) 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 (voluntarily leaving or breaching Party) 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", "sensitive" or other similar legend, at the time of disclosure, or when disclosed orally has been identified as confidential or similar legend 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".

For the avoidance of doubt,

- (a) Sensitive Information as used in the Grant Agreement has the same meaning as Confidential Information used herein.
- (b) For information that is to be considered as Classified Information, Section 10.2 of this Consortium Agreement applies

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 (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose to any third party Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient 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 and other members of its personnel 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, personnel or third party.

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was or is 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 or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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 (NDA for External Expert Advisory Board agreed under Section 6)

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 6.3.8, 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 4.3, 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.

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 an agreement approved and signed by the duly authorised signatories of 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.

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

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 written below. The Parties agree that this Consortium Agreement is executed by electronic signatures, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

acatech – DEUTSCHE AKADEMIE DER TECHNIKWISSENSCHAFTEN, e.V.

**AGENZIA TRASPORTO PUBBLICO LOCALE DEL BACINO DELLA CITTA METROPOLITANA DI
MILANO MONZA E BRIANZA LODI E PAVIA, AgeTPL**

AGENZIA MOBILITA' AMBIENTE E TERRITORIO SRL, AMAT

AUTORITAT DEL TRANSPORT METROPOLITA, ATM

**BKK BUDAPESTI KOZLEKEDESI KOZPONT ZARTKORUEN MUKODO RESZVENYTARSASAG,
BKK**

CEFRIEL SOCIETA CONSORTILE A RESPONSABILITA LIMITATA, CEFRIEL

**EMEL - EMPRESA MUNICIPAL DE MOBILIDADE E ESTACIONAMENTO DE LISBOA E.M.SA,
EMEL**

EMTA EUROPEAN METROPOLITAN TRANSPORT AUTHORITIES, EMTA

ENROUTE, enRoute

EONA-X, EONA-X

**EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION
ORGANISATION - INTELLIGENT TRANSPORT SYSTEMS & SERVICES EUROPE, ERTICO**

FUNDACIO EURECAT, EURECAT

FACTUAL CONSULTING SL, FACTUAL

FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV,
Fraunhofer

LIIKENTEENOHJAUSYHTIO FINTRAFFIC OY, Fintraffic

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FIWARE FOUNDATION EV, FIWARE

FRCB B.V., FRCB

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FUNDACIO PRIVADA I2CAT, INTERNET I INNOVACIO DIGITAL A CATALUNYA, i2CAT

Date

06-05-2024 | 18:26 CEST

Signature

INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM vzw

INSTANT SYSTEM, INSTANT SYSTEM

IONOS SE, IONOS

KATHOLIEKE UNIVERSITEIT LEUVEN, KU Leuven

NOMMON SOLUTIONS AND TECHNOLOGIES SL, NOMMON

NTT DATA SPAIN, SL, NTTDES

POLIS, POLIS

RISE RESEARCH INSTITUTES OF SWEDEN AB, RISE

STOCKHOLMS STAD, STOCKHOLM

TSENTAR ZA GRADSKA MOBILNOST EAD, SUMC

TAMPEREEN KAUPUNKI, CITY OF TAMPERE

TML - TRANSPORTES METROPOLITANOS DE LISBOA EMT SA, TML

TRAFIKVERKET – TRV, TRV

TECHNISCHE UNIVERSITAET BRAUNSCHWEIG, TU BRAUNSCHWEIG

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THE URBAN INSTITUTE MAGYARORSZAG ZARTKORUEN MUKODO RT, UIH

C

SOFIA UNIVERSITY ST KLIMENT OHRIDSKI, by its INSTITUTE GATE, UNISOFIA/GATE

URBAN SOFTWARE INSTITUTE GMBH, USI

VIANOVA, VIANOVA

VLAAMSE GEWEST, VL O

TEKNOLOGIAN TUTKIMUSKESKUS VTT OY, VTT

BUNDESANSTALT FUER STRASSENWESEN, BAST

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EIT KIC URBAN MOBILITY SL, EIT-UM

FREIE UND HANSESTADT HAMBURG, FHH

DRM DATENRAUM MOBILITAT GMBH, MDS

LANDESHAUPTSTADT MUNCHEN, CITY OF MUNICH

STOLICHNA OBSHTINA, SOFIA MUNICIPAL.

**NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK
ONDERZOEK TNO**

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.

PARTY 5

As to **BKK**, 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 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”)
BudapestGO integrated mobility Application of Budapest		Access rights of the source code is not given for exploitation
FUTÁR - the backend system of public transport management in Budapest, including the journey planning engine		Access rights of the source code is not given for exploitation

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

PARTY 6

As to **CEFRIEL SOCIETA CONSORTILE A RESPONSABILITA LIMITATA**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CEFRIEL SOCIETA CONSORTILE A RESPONSABILITA LIMITATA 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.

PARTY 12

As to **FUNDACIO EURECAT**, 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 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")
Traffic datasets provided for the Barcelona Use Case	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
Methodologies for the definition of the analytical objectives and the collection, pre-treatment and analysis of data from multiple sources and context information, including data exploration, correlation analysis and the determination of characteristic variables and feature engineering.	Eurecat contributes with this previous background to the implementation tasks of the project, To exercise access rights from third parties for the implementation in other use cases, must first be requested in writing.	Eurecat contributes with this previous background to the exploitation tasks of the project, To exercise access rights from third parties for the implementation in other use cases, must first be requested in writing.
Mobility models for traffic prediction and anomaly detection, design and representation of traffic and environmental KPIs.	Eurecat contributes with this previous background to the implementation tasks of the project, To exercise access rights from third parties for the implementation in other use cases, must first be requested in writing.	Eurecat contributes with this previous background to the exploitation tasks of the project, To exercise access rights from third parties for the implementation in other use cases, must first be requested in writing.

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

PARTY 13

As to **FACTUAL CONSULTING, S.L.**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FACTUAL CONSULTING, S.L. 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.

PARTY 17

As to FRCB B.V. and its affiliate FairsFair, 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 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”)
Implementation and use of the ‘transaction broker’ under the label ‘fairsfair.org’	Access rights to the IP and source code of the demonstration environment are given only for testing purposes and at own risk. FRCB, affiliates and service providers (IBM), are excluded from any damages or liabilities.	Access rights to the IP and source code to exploit a production environment f.t. of the ‘transaction broker’ under the label ‘fairsfair.org’ are provided bilaterally, specifying the exploitation of the services in respect of FRAND conditions, fair and reasonable remuneration for the use of the ‘fairsfair.org’ label and idem for the use of the IP and source code. FRCB B.V. and ‘fairsfair.org’ are excluded from any damages or liabilities.

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

PARTY 18

As to **i2cat**, 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 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”)
Particular implementation of the IDS App Store for data spaces. It has been evolved from the open source project of the same name, developed by Fraunhofer in the International Data Space Association (IDSA) ecosystem	Access rights of the source code is given only for implementation	Access rights of the source or binary code are not given for exploitation

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

PARTY 20

As to **INSTANT SYSTEM**, 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 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”)
Journey Planner use data	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis

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

PARTY 21

As to **IONOS**, 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 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”)
<p>IONOS cloud infrastructure for storage and computing, 100% GDPR-compliant, including: - Infrastructure as a service (IaaS) - Cloud computing services: Managed Kubernetes, cloud S3 Object Storage, SSD Performance Storage, Managed Backup, Cloud Load Balancing, and Database as a Service (DBaaS); and Network Services: Managed NAT Gateway, Managed Network Load Balancer, and DDoS Protect - IONOS Cloud Data Center Designer (DCD) tool for managing Virtual Data Centers (VDC)</p>	N/A	<p>IONOS cloud commercial terms apply:</p> <p>https://cloud.ionos.de</p>

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

PARTY 22

As to KU Leuven, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of KU Leuven. 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.

PARTY 23

As to **NOMMON SOLUTIONS AND TECHNOLOGIES, S.L.**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of NOMMON SOLUTIONS AND TECHNOLOGIES, S.L. 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.

PARTY 24

As to **NTT DATA SPAIN, SL (NTTD-ES)**, 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 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”)
<p>Software „Knowledge Factory“ is an NTT Data asset used to develop and maintain knowledge graphs.</p> <p>The Knowledge Factory is a toolkit of semantic based solutions, covering the lifecycle of production, maintenance and exploitation of knowledge graphs (high-quality interoperable data) which enable digital players to provide comprehensible access to continuously generated information. This solution offers methodological and technical tools to overcome the interoperability barriers in several contexts where data sharing and reuse is highly needed (e.g. Linked Data, Data Space, Digital Twins, Smart Cities platforms).</p>	<p>Access rights are granted at user-level royalty free to Parties Needing access, for internal use only and during project implementation for the execution of their project activities.</p> <p>Only object code shall be subject to Access Rights.</p> <p>Parties Needing Access are prohibited from disassembling, decompiling or reverse-engineering the Background.</p> <p>In the event that third-party components, whether proprietary or open source, are included in the Background, the Parties may use said components in accordance with the applicable licenses.</p>	<p>Access Rights for Exploitation shall be granted on object code only.</p> <p>Access Rights for Exploitation will be granted upon signature of a separate license agreement based on Fair and Reasonable financial conditions.</p> <p>No Access Rights for research activities (including internal non-commercial research activities) will be granted.</p> <p>No use and/or exploitation rights are granted after the project end without an own binding bilateral agreement.</p> <p>In the event that third-party components, whether proprietary or open source, are included in the Background, the Parties may</p>

The IP of this asset belongs to NTT Data.		use said components in accordance with the applicable licenses.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 25

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.

PARTY 28

As to **SUMC (TSENTAR ZA GRADSKA MOBILNOST EAD)**, 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 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")
The system for public transport management in Sofia	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis

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

PARTY 30

As to **TML**, 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 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”)
Travel time disruption severity index	Players that use background and results for implementing the Action, and develop further functionalities must give access rights to its background and results.	Players that explore any commercial or non-commercial service, product or research, based on TML provided data must share the results and new generated data (e.g.: services’ usage patterns) with data provider and data owner (TML).
Source datasets (namely demand data and RT supply data)	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.
Methodologies for the calculation of the ETA (estimated time of arrival)	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.

Navegante App	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.
Journey Planner use data	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.
PCGI, SIIT, datahub and other existing platforms to manage Carris Metropolitana services and metropolitan ticketing system	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.	Access rights of the source code is not shared. TML contributes with this previous background to the implementation tasks of the project. To exercise access rights from third parties for the implementation in other use cases, must studied on a case-by-case basis.
3rd party data sources (eg: road infrastructure and traffic)	Subject to the existing access policies and licenses, that TML also has to comply with. Its usage by third Parties implies making explicit that is used in accordance with the applicable licenses.	Subject to the existing access policies and licenses, that TML also has to comply with. Its usage by third Parties implies making explicit that is used in accordance with the applicable licenses.

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

PARTY 33

As to **THE URBAN INSTITUTE MAGYARORSZAG ZARTKORUEN MUKODO RT, (UIH)** 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 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”)
	Example: Access rights to other parties must be studied on a case-by-case basis	Example: Access rights to other parties must be studied on a case-by-case basis
	Example: Access rights of the source code is given only for implementation	Example: Access rights of the source or binary code are not given for exploitation
The [ui!] UrbanPulse Urban Data Platform	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The [ui!] UrbanPulse Connector Software Development Kit	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The [ui!] COCKPIT dashboard	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The use of CoVCAP (https://www.eiturbanmobility.eu/proje)	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis

cts/covcap-coordinating-volunteers-supporting-covid-19-affected-persons/		
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PARTY 34

As to **UNISOFIA/GATE**, 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 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")
GATE platform is combining logical methods for knowledge processing and ML methods for data analysis into an integrated hybrid AI framework for intelligent data processing.	The described background will be made accessible to project partners for the purpose of the project as defined by its tasks.	Prior to exploitation involving any of the stated background, consent must be obtained from GATE.

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

PARTY 35

As to **URBAN SOFTWARE INSTITUTE GMBH (USI)**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-	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 to background and results for implementing the Action”)	section “Access rights for exploiting the results”)
	Example: Access rights to other parties must be studied on a case-by-case basis	Example: Access rights to other parties must be studied on a case-by-case basis
	Example: Access rights of the source code is given only for implementation	Example: Access rights of the source or binary code are not given for exploitation
The [ui!] UrbanPulse Urban Data Platform	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The [ui!] UrbanPulse Connector Software Development Kit	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The [ui!] COCKPIT dashboard	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis
The use of CoVCAP (https://www.eiturbanmobility.eu/projects/covcap-coordinating-volunteers-supporting-covid-19-affected-persons/)	Access rights to other parties must be studied on a case-by-case basis	Access rights to other parties must be studied on a case-by-case basis

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

PARTY 38

As to **TEKNOLOGIAN TUTKIMUSKESKUS VTT OY (VTT)**, 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 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”)
DSIL (Data Space Innovation Lab) Connector	Access rights to other parties must be studied on a case-by-case basis	Implementations of data space building blocks (such as the connector) in DSIL are subject to licensing.

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

PARTY 43

As to **City of Munich**, 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 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”)
Mobility Data Platform of the City of Munich and its data sets in all forms.	Mobility-Data-Platform of the City of Munich (MobidaM) - is an IT-project of the city of Munich (MDAS). Access rights to other parties is subject to conditions and must be studied on a case-by-case basis and must be requested in writing. Any data sets which are public, can be used with limitations associated to each data set	Mobility-Data-Platform of the City of Munich (MobidaM) - is an IT-project of the city of Munich (MDAS). Access rights to other parties is subject to conditions and must be studied on a case-by-case basis and must be requested in writing. Any data sets which are public, can be used with limitations associated to each data set

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	and will be available via the API "Geoportal Munich".	and will be available via the API "Geoportal Munich".
<p>A central mobility data platform (MobidaM) in the form of a monitoring and data analytics system will be set up in the IT-project MDAS , so that the mobility-relevant data can be made available for the various use cases in the context of mobility at the city level. Various internal and external data sources are to be connected and their data made available to specialist areas such as supply planning for public, shared and connected mobility, parking space management, planning/control of stationary and flowing traffic, and electromobility.</p>	<p>The use of Mobility Data Platform is subject to the terms of use in which the city of Munich grants any users access via the API to the MDS Germany. The City of Munich Data Platform remains the property of the city of Munich.</p>	<p>The use of Mobility Data Platform is subject to the terms of use in which the city of Munich grants any users access via the API to the MDS Germany. The City of Munich Data Platform remains the property of the city of Munich.</p>

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 IMEC: Entities under the same control as listed in Attachment 4.

Option: Attachment 4: Identified entities under the same control according to Section 9.5

Name and legal address of Party identified as having entity under the same control	
Name of Affiliated Entity*,**	
Legal Name of Affiliated Entity	
Legal Address of Affiliated Entity	

* Definition: Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

(a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];

(b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

** Article 8 of the Annotated Model Grant Agreement defines an affiliated entities as "entities with a (usually legal or capital) link to a beneficiary and which implement parts of the action and are allowed to charge costs directly to the grant. They do not become party to the Grant Agreement (do not sign the GA) but they can be part of the consortium and often play an important role in implementing the action. Therefore, the Grant Agreement mentions them by name and defines their role (rights and obligations)."

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Name and legal address of Party identified as having entity under the same control	INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM vzw
Name of Affiliated Entity*,**	
Legal Name of Affiliated Entity	
Legal Address of Affiliated Entity	

Attachment 5: Non-Disclosure Commitment for Advisory Board agreed under Section 6]

This NON-DISCLOSURE AGREEMENT (hereinafter “this Agreement”) is executed by and among:

Advisory Board Member

1) [Full name of the Contracting Party], having its registered office situated at [Address] and hereby duly represented by [Name + Title], hereinafter referred to as the “Advisory Board Member”

and

2) deployEMDS Consortium.

The particulars regarding the deployEMDS Consortium are set forth in the Consortium Agreement where only the relevant provisions are provided. Please consult the information regarding the Consortium Agreement added hereto as Appendices.

as the case may be collectively referred to as the “PARTIES” and the PARTIES referred to in the heading under Consortium may be referred to individually as “<deployEMDS> Consortium PARTY” and two or more of them as “<deployEMDS> Consortium PARTIES”.

WHEREAS the <deployEMDS>Consortium PARTIES have formed a consortium for the implementation of the project entitled **Data space for mobility (deployment)**” in short “<deployEMDS>” (hereinafter referred to as “the Project”) which is approved by the European Commission;

- WHEREAS within the Project, the appointment of an advisory board that contributes to the Project using their knowledge and experience is foreseen;
- WHEREAS the Advisory Board Member is invited to participate in the advisory board for the Project and as a member may receive proprietary and confidential information from the <deployEMDS>Consortium PARTIES;
- WHEREAS the <deployEMDS>Consortium PARTIES wish to protect the Information (as defined hereinafter) that will be disclosed to the Advisory Board Member in accordance with the terms and conditions set forth hereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Advisory Board Member and the <deployEMDS>Consortium PARTIES agree as follows:

Article 1 - Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meaning as stated hereunder:

1.1. “Entities under the same control” means an entity that:

- Is established in an EU Member State or Horizon Europe associated country
 - Is under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly contracting that beneficiary; and
- The definition of “control” can be found in the Horizon Europe Proposal template part A which can be found on: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents:programCode=HORIZON>, being a legal entity A controls legal entity B if:
- A, directly or indirectly, holds more than 50% of the nominal value of the issued share capital or a majority of the voting rights of the shareholders or associates of B, or
 - A, directly or indirectly, holds in fact or in law the decision-making powers in B.

- 1.2. “Information” shall mean any and all information (however recorded, preserved or disclosed) imparted by a DISCLOSING PARTY or its Representatives to the Advisory Board Member or its Representatives in connection with the Project, when the DISCLOSING PARTY will mark it as “confidential” or “sensitive” at the time of disclosure, or when disclosed orally, the DISCLOSING PARTY will identify it as confidential or sensitive at the time of disclosure and confirm in writing within thirty (30) calendar days from such oral disclosure at the latest as Information, or when not identified as confidential or sensitive, if the Advisory Board Member knew that the information was confidential or sensitive and had been communicated to the Advisory Board member in confidence including but not limited to
- a) proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques; and
 - b) the results of the Project (“Results”); and
 - c) any information or analysis derived from the Information,
- but not including any Information that:
- (i) at the time of disclosure to the Advisory Board Member, is known publicly;
 - (ii) after disclosure to the Advisory Board Member, is published or becomes publicly available by means other than a breach of the Advisory Board Member’s confidentiality obligations;
 - (iii) prior to the time of disclosure to the Advisory Board Member, is known to the Advisory Board Member, as evidenced by its written records;
 - (iv) was developed by the Advisory Board Member independently and without use of the Information received from the DISCLOSING PARTY as evidenced by its written records;
 - (v) was rightfully received by the Advisory Board Member from a third party authorised to disclose the same and without any confidential limitation;
 - (vi) is required to be disclosed in compliance with applicable laws or regulations (e.g. under the Freedom of Information Act 2014) or by order of a court or other regulatory body of competent jurisdiction provided that the Advisory Board Member provides reasonable prior notice to allow the DISCLOSING PARTY an opportunity to obtain a protective order or other appropriate remedy and provided further that, in any case, the Advisory Board Member discloses only that portion of the DISCLOSING PARTY’s Information as legally required and take all appropriate measures so as to ensure the confidential treatment of the DISCLOSING PARTY’s Information so disclosed.
- 1.3. “DISCLOSING PARTY” shall mean any <deployEMDS> Consortium PARTY as detailed above.
- 1.4. “Purpose” shall mean to provide advice to the <deployEMDS> Consortium PARTIES on scientific, technical and communication aspects in the context of the Project execution.
- 1.5. “Representatives” in respect to the DISCLOSING PARTY shall mean employees, consultants and directors of a DISCLOSING PARTY or their Entities under the same control, and in respect to the Advisory Board Member, its employees, consultants and directors, thus excluding Entities under the same control, of the Advisory Board Member.

Article 2 – Restricted Use of the Information

- 2.1. The Advisory Board Member shall keep the DISCLOSING PARTY's Information confidential and, except with the prior written consent of the DISCLOSING PARTY, shall not and shall procure that its Representatives shall not:
- (i) use or exploit, directly or indirectly, the Information in any way except for the Purpose;
 - (ii) disclose or make available the Information in whole or in part to any third party except as expressly permitted in this Agreement;
 - (iii) use the received Information in preparing or prosecuting any patent application nor in preparing or designing around patent claims and shall not claim nor register any Intellectual Property Right, nor exercise any Intellectual Property Right or any other right on the Information received under the Agreement;
 - (iv) copy, reduce to writing or otherwise record or reproduce the Information except as strictly necessary of the Purpose and except for such copies as the Receiving Party may require for the Purpose as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Information; and
 - (v) reverse-compile, reverse-assemble or reverse-engineer the Information or any part thereof.
- 2.2. The Advisory Board Member agrees to treat the Information which it receives hereunder with at least the degree of care as it would its own proprietary information to prevent the unauthorised disclosure to any third party of the Information which it receives hereunder and no less than a reasonable degree of care. The Advisory Board Member undertakes to notify the DISCLOSING PARTY of any loss, theft or unauthorised use of the Information immediately upon becoming aware of the same. The Advisory Board Member may disclose Information only to those of its own Representatives who have a need to know such Information for the Purpose; provided, however, that each such Representative to whom the Information is disclosed is advised of the existence of this Agreement and the Advisory Board Member's obligations hereunder, and that executed a non-disclosure agreement or any other confidentiality agreement in content is at least as strict as the content of this Agreement prior to the disclosure of the Information to such Representatives. The Advisory Board Member shall be liable for any unauthorised disclosure of the Information by its Representatives.
- 2.3. Nothing in this 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.
- 2.4. The Advisory Board Member shall return or destroy Information and any copies thereof on the DISCLOSING PARTY's request but the latest upon termination of this Agreement. This shall not apply to copies of the electronically exchanged Information made as a matter of routine information technology back-up and to Information or copies thereof which must be stored by the Advisory Board Member according to mandatory law. In case of destruction, the Advisory Board Member will confirm in writing such destruction to the DISCLOSING PARTY.

Article 3 – Ownership and warranty

- 3.1. The ownership of and/or intellectual property rights in the Information, along with all copies thereof, remains with the DISCLOSING PARTY. Nothing in this Agreement shall be deemed, by implication or otherwise, to convey to the Advisory Board Member any license or other rights under any patents, patent applications, copyrights, trademarks, trade secrets, inventions or any other intellectual property owned by the DISCLOSING PARTY, nor shall this Agreement be deemed a commitment of any kind by either PARTY to enter into any further agreement with the other.

- 3.2. The Information is provided on an “AS IS” basis without any warranty whatsoever, expressed, implied or otherwise, including but not limited to any warranties regarding (i) the accuracy, completeness or usefulness of any information and (ii) non-infringement of third parties. The use of the Information is at its own risk.

Article 4 – Term and termination of the Agreement

The Agreement shall come in force as of the date of execution hereof by the PARTIES with retroactive effect as from and remain in full force for the period the Advisory Board Member's Representative is a member of the advisory board of the Project. Notwithstanding termination or expiration of this Agreement, the protection, rights and obligations set forth in this Agreement shall survive the expiration or termination date of this Agreement for a period of six (6) years after the end of the Project.

Article 5 – Governing law and dispute settlement

This Agreement shall be construed and the relationship between the PARTIES determined in accordance with the laws of Belgium (without regard to the conflicts of laws principles). All disputes arising out or in connection with this Agreement that cannot be settled amicably shall be finally settled by the competent courts in Brussels (Belgium). The foregoing shall be without prejudice to the right of any <deployEMDS> Consortium PARTIES to seek injunctive relief before any court in any place where unauthorised use of its Information occurs or threatens to occur.

Article 6 – Final provisions

- 6.1. Any modifications of or additions to this Agreement shall be in writing and executed by the PARTIES.
- 6.2. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Agreement and such remaining provision shall be modified so as to be enforceable to the fullest extent allowed by law and shall be replaced by a provision that comes as close as possible in terms of economical and legal effect to the replaced provision.
- 6.3. This Agreement contains the entire understanding concerning the subject matter hereof, and supersedes all prior discussions, understandings, agreements and representations whether oral or written and whether or not executed by the PARTIES.
- 6.4. The signature of a Party via a scanned or digitised image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

IN WITNESS WHEREOF, the PARTIES intending to be legally bound have caused this Agreement to be executed by their duly authorised representatives.

Signatures:

deployEMDS Consortium Agreement

Name of authorised signatory: _____

Place and date: _____

Signature: _____

(by authorised member of acatech on behalf of the Consortium)

Name of Advisory Board member: _____

Name of the employer organisation, if any: _____

Place and date: _____

Signature: _____

Appendix 1: relevant parts of the Consortium Agreement (Sections 6.3.3 & 10 CA.)

Appendix II: Terms of the Project: Terms of reference