

# Consortium Agreement



SMARTER

Version 2.0 – June 9, 2025

(Based on DESCA – Model Consortium Agreement for Horizon Europe, Version 2.0, February 2024)

## Table of Contents

<b>1</b>	<b>Definitions .....</b>	<b>5</b>
<b>2</b>	<b>Purpose .....</b>	<b>6</b>
<b>3</b>	<b>Entry into force, duration and termination .....</b>	<b>6</b>
<b>4</b>	<b>Responsibilities of Parties .....</b>	<b>7</b>
<b>5</b>	<b>Liability towards each other .....</b>	<b>8</b>
<b>6</b>	<b>Governance structure .....</b>	<b>9</b>
<b>7</b>	<b>Financial provisions .....</b>	<b>18</b>
<b>8</b>	<b>Results .....</b>	<b>20</b>
<b>9</b>	<b>Access Rights .....</b>	<b>22</b>
<b>10</b>	<b>Non-disclosure of information .....</b>	<b>25</b>
<b>11</b>	<b>Miscellaneous .....</b>	<b>27</b>
<b>12</b>	<b>Signatures .....</b>	<b>29</b>
	<b>Attachment 1: Background included .....</b>	<b>47</b>
	<b>Attachment 2: Accession document .....</b>	<b>66</b>
	<b>Attachment 3: List of third parties for simplified transfer according to Section 8.3.2 .....</b>	<b>67</b>
	<b>Attachment 4: Identified entities under the same control according to Section 9.5 .....</b>	<b>68</b>
	<b>Attachment 5: NDA for [Scientific/Policy] Advisory Board agreed under Section 6 .....</b>	<b>69</b>

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on **June 1, 2025**, hereinafter referred to as the Effective Date

### BETWEEN:

**Vlaamse Instelling voor Technologisch Onderzoek [VITO]**, a limited liability company, with its registered office at Boeretang 200, 2400 Mol, Belgium, CBE 0244.195.916 (RPR Turnhout), represented by Inge Neven, CEO, the Coordinator,

**Stichting Deltares [DEL]**, with legal address at Boussinesgweg 1, 2629HV Delft, The Netherlands, represented by dr.ir. D.J.R. (Dirk-Jan) Walstra, directie,

**Terveyden ja hyvinvoinnin laitos [THL]**, with legal address at Mannerheimintie 166, 00271, Helsinki Finland, represented by Mika Salminen, Director General,

**Stichting Wageningen Research, Wageningen Environmental Research [WR]**, with legal address at Droevendaalsesteeg 3, 6708 PB, Wageningen, the Netherlands, represented by Dr F. Senf, Director Operations,

**OPPLA EEIG [OPPLA]**, with legal address at Kreitenmolenstraat 86, Udenhout, 5071 BH, Netherlands, represented by Paul Mahony, General Manager,

**ICLEI European Secretariat GMBH [ICLEI]**, established in LEOPOLDRING 3, FREIBURG IM BREISGAU 79098, Germany, VAT number: DE153445986, represented by Wolfgang Teubner, Regional Director Europe,

**Universidade Nova de Lisboa [UNL]**, with legal address in Campus De Campolide, 1099 085, Lisboa, Portugal, VAT number 501559094, represented by Prof. Luís Baptista, NOVA FCSH Director,

**Athina-Erevnitiko Kentro Kainotomias Stis Technologies Tis Pliorforias, Ton Epikoinonion Kai Tis Gnosis [ATH]**, with legal address at Artemidos 6 Kai Epidavrou 151 25, Maroussi, EL, represented by Prof. Ioannis Emiris, President of the Board and Managing Director of AthenaRC PIC no.,999562788,

**Vlaamse Gewest [VLO]**, established in HAVENLAAN 88, 1000, BRUSSEL, BE, represented by Sarah De Schampelaere. PIC 999575107,

**Stad Oostende [OST]**, with legal address at Vindictivelaan 1, 8400 Oostende, Belgium, VAT number BE0207.436.775, represented by Kristof Gesquiere, chair of the city council and the City Manager, Siegelinde Lacoere,

**Provincie Fryslan [FRY]**, with legal address at Tweebaksmarkt 52, 8911 KZ, Leeuwarden, The Netherlands, represented by Petra Wassenaar, Teammanager Gebiedsontwikkeling, Provincie Fryslan,

**Provincie Noord-Holland [NOH]**, with legal address ...],

**Tampereen kaupunki [TAM]**, with legal address at PL 487, 33101 Tampere, Finland, represented by Virpi Ekholm, Director, real estate and housing,

**Area Metropolitana de Lisboa [AML]**, with legal address at Rua Cruz de Santa Apolónia, 23, 25 e 25A, 1100-187 Lisboa, Portugal, VAT number 502826126, represented by Carlos Humberto Carvalho, First Metropolitan Secretary of AML,

**Kuopion kaupunki [KK]**, with legal address at Kuopion kaupunki, PL 228, 70101 Kuopio, Finland, represented by Marika Savukoski, Director of Early Childhood Education,

**Główny Instytut Górnictwa – Państwowy Instytut Badawczy** with its registered office in pl. Gwarków 1, 40-166 Katowice – Poland, KRS 0000090660, represented by Jarosław Zagórowski, hereafter referred to as the “GIG-PIB”,

**Perifereia Dytkis Elladas [RWG]**, with legal address at, NEO PATRON ATHINON 32, PATRAS 26441, Greece, represented by Mr Nektarios Farmakis, Head of the Region,

**Gdanskie Wody Spolka Z Ograniczonaodpowiedzialnoscia [GWS]**, with legal address at Kaczeńce 31, 80-614 Gdańsk - Poland, represented by Ryszard Gajewski, CEO of Gdańskie Wody.

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

relating to the Action entitled

### **Systemic Transformation Towards Local and Regional Climate Resilience**

in short

#### **SMARTER**

hereinafter referred to as “Project”

#### **WHEREAS:**

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

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

#### **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

# 1 Definitions

## 1.1 Definitions

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

## 1.2 Additional Definitions

### “Consortium Body”

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

### “Consortium Plan”

Consortium Plan means the Description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

### “Defaulting Party”

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

### “Granting Authority”

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

### “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 Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

### 3.3 Survival of rights and obligations

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

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

## 4 Responsibilities of Parties

### 4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

### 4.2 Breach

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

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

### 4.3 Involvement of third parties

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

### 4.4 Specific responsibilities regarding data protection

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

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

## **5 Liability towards each other**

### **5.1 No warranties**

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

Therefore,

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

### **5.2 Limitations of contractual liability**

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

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

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

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

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

### **5.4 Force Majeure**

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

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

## 5.5 Export control

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

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

## 6 Governance structure

### 6.1 General structure

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Executive Committee as the supervisory body for the execution of the Project (primary management and coordination body), which shall report to and be accountable to the General Assembly
- 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
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General Assembly	At least once a year	At any time upon request of the Executive Committee or 1/3 of the Members of the General Assembly
Executive Committee	At least quarterly	At any time upon request of a majority of the Members of the Executive 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
Executive 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
Executive 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
Executive 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) the decision is agreed by 51 % of all Parties.

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.

##### 6.2.3.2

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

### 6.2.3.3

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

### 6.2.3.4

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

However, in accordance with article 6.3.2.3.2 6.3.2.3.2 the Executive Committee shall operate on a consensus basis where possible. If no consensus can be reached, decisions shall be taken by vote as stated in the paragraph above.

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

##### 6.2.5.2

The minutes shall be considered as accepted if, within 15 calendar days from 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 of the General Assembly*

###### 6.3.1.1.1

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

###### 6.3.1.1.2

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

###### 6.3.1.1.3

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

###### 6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

### 6.3.1.2 Decisions

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

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

The following decisions shall be taken by the General Assembly:

#### Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (e.g. Section 7.1.4)

#### Appointments

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

- Executive Committee Members
- Scientific Advisory Board Members
- Policy Advisory Board Members

## 6.3.2 Executive Committee

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

### 6.3.2.1 *Members of the Executive Committee*

The Executive Committee shall consist of the Coordinator and the representatives of the Parties appointed to it by the General Assembly.

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

### 6.3.2.2 *Minutes of meetings*

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

#### 6.3.2.3.2

The Executive Committee shall seek a consensus among the Parties.

#### 6.3.2.3.3

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

#### 6.3.2.3.4

The Executive Committee shall monitor the effective and efficient implementation of the Project and the progress towards milestones and deliverables.

#### 6.3.2.3.5

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

#### 6.3.2.3.6

The Executive Committee shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables;
- support the Coordinator in the day-to-day implementation and supervision of the Project;
- ensure scientific and technical coherence across work packages;

- facilitate collaboration and integration across work packages and tasks;
- coordinate interactions with the Scientific Advisory Board and the Policy Advisory Board; and
- 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 Executive Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

## 6.4 Coordinator

### 6.4.1

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

### 6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables 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.

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

### 6.4.3

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

#### 6.4.4

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

#### 6.4.5

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

### 6.5 External Expert Advisory Boards (Advisory Boards)

The Consortium shall establish two External Expert Advisory Boards (Advisory boards):

- A Scientific Advisory Board (SAB); and
- A Policy Advisory Board (PAB).

These Advisory Boards shall be composed of external experts appointed by the General Assembly, based on their relevant expertise in scientific research and policy development, respectively.

The SAB shall provide independent advice on the scientific quality, coherence, and relevance of the Project's research activities, including feedback on methodologies, innovations, and integration across disciplines.

The PAB shall offer strategic guidance to enhance the policy relevance and societal impact of the Project's outcomes, and support alignment with European, national, and regional policy priorities.

Both Advisory Boards shall deliver non-binding recommendations to the Executive Committee and General Assembly. Their advice shall be considered in strategic and technical planning. The Advisory Boards shall meet at regular intervals, either jointly or separately, and may be invited to participate in selected project events or reviews.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each SAP member, respectively PAB member.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the SAP respectively PAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the Advisory Boards, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the Advisory Boards members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in 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. The Coordinator shall write the minutes of the Advisory Boards meetings and submit them to the General Assembly. The Advisory Boards members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## 7 Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

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

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

#### 7.1.2 Justifying Costs

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

#### 7.1.3 Funding Principles

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

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

In case, however, a Beneficiary or Beneficiaries has/have spent less than its/their allocated share of the Consortium Budget, a Beneficiary or Beneficiaries which has/have spent more than its/their allocated share of the Consortium Budget may in accordance with Article 7.1.1 of this Consortium Agreement, be funded in respect of duly justified eligible costs by an amount exceeding its said allocated share of Consortium Budget upon approval of the General Assembly after proposal by the Coordinator in accordance with Article 6.2.

#### 7.1.4 Excess payments

A Party has received excess payment

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

In case a Party has received excess payment, the Party has to inform the Coordinator and the Party has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place

within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.1.2.

#### 7.1.5 Revenue

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

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

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

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

## 7.2 Payments

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

In particular, the Coordinator shall:

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

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

### 7.2.2 Payment mode

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

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

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

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

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

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

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

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

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

16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

### 8.3.3

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

### 8.3.4

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

### 8.3.5

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

## 8.4 Dissemination

### 8.4.1

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

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

#### 8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

#### 8.4.2.2

An objection 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.

#### 8.4.4 Cooperation obligations

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

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

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

## 9 Access Rights

### 9.1 Background included

#### 9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

### 9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the 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 Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

### 9.2.2

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

### 9.2.3

Access Rights shall be free of any administrative transfer costs.

### 9.2.4

Access Rights are granted on a non-exclusive basis.

### 9.2.5

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

### 9.2.6

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

### 9.2.7

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

## 9.3 Access Rights for implementation

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

## 9.4 Access Rights for Exploitation

### 9.4.1 Access Rights to Results

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

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

### 9.4.2

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

### 9.4.3

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

## 9.5 Access Rights for entities under the same control

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

disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

## 10.2

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

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

## 10.3

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

## 10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

## 10.5

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

## 10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## 10.7

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

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

# 11 Miscellaneous

## 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for [Scientific/Policy] 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 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **11.3 Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

### **11.4 Assignment and amendments**

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

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

### **11.5 Mandatory national law**

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

### **11.6 Language**

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

### **11.7 Applicable law**

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

### **11.8 Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

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 above written.

Each Party receives a fully signed copy of this Consortium Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of this Consortium Agreement.

### Vlaamse Instelling voor Technologisch Onderzoek

Signature(s)

Name: Inge Neven

Title: CEO

Date:

**Stichting Deltares**

Signature(s)

Name: Dr. ir. D.J.R. (Dirk-Jan) Walstra

Title: Directie

Date:

## Terveyden ja hyvinvoinnin laitos

Signature(s)

Name: Mika Salminen

Otto Helve

Title: Director General

Director of Department

Date:

**Stichting Wageningen Research**

Signature(s)

Name: Dr F. Senf

Title: Director Operations

Date:

**OPPLA EEIG**

Signature(s)

Name: Paul Mahony

Title: General Manager

Date:

**ICLEI EURO**

Signature(s)

Name: Wolfgang Teubner

Title: Regional Director Europe

Date:

**Universidade Nova de Lisboa**

Signature(s)

Name: Prof. Luis António Vicente Baptista

Title: NOVA FCSH Director

Date:

**Athina-Erevnitiko Kentro Kainotomias Stis Technologies Tis Pliroforias, Ton Epikoinonion Kai Tis Gnosis**

Signature(s)

Name: Prof. Ioannis Emiris

Title: President of the Board and Managing Director of AthenaRC

Date:

**Vlaamse Gewest**

Signature(s)

Name: Sarah De Schamphelaere

Title: head of STAF division, Department of Environment & Spatial Development

Date:

**Stad Oostende**

Signature(s)

Name(s)

Kristof Gesquiere

Siegelinde Lacoere

Chair of the city council

City Manager

**Provincie Fryslan**

Signature(s)

Name: Petra Wassenaar

Title: Teammanager Gebiedsontwikkeling

Date:

**Provincie Noord-Holland**

Signature(s)

**Name:**

**Title:**

**Date:**

**Tampereen kaupunki**

Signature(s)

Name: Virpi Ekholm

Title: Director, real estate and housing

Date:

## Área Metropolitana de Lisboa

Signature(s)

Name: Carlos Humberto de Carvalho

Title: First Metropolitan Secretary (Primeiro Secretário Metropolitano)

Date:

## Kuopion Kaupunki

Signature(s)

Name: Marika Savukoski

Title: Director of Early Childhood Education

Date:

**GŁÓWNY INSTYTUT GÓRNICICTWA - PAŃSTWOWY INSTYTUT BADAWCZY**

Signature(s)

Name: Jarosław Zagórowski

Title: Director

Date:

**Periferia Dytkis Elladas**

Signature(s)

Name: Nektarios Farmakis

Title: Head of the Region

Date:

**Gdanskie Wody Spolka Z Ograniczonaodpowiedzialnoscia**

Signature(s)

Name: Ryszard Gajewski

Title: CEO

Date:

## **Attachment 1: Background included**

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

As to **Vlaamse Instelling voor Technologisch Onderzoek**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Vlaamse Instelling voor Technologisch Onderzoek** 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.

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

As to **Terveyden ja Hyvinvoinnin Laitos**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Terveyden ja Hyvinvoinnin Laitos** 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.

As to **Stichting Wageningen Research**, Wageningen Environmental Research, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information **of Stichting Wageningen Research** 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.

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Oppla name and brand identity	The Oppla brand identity including its name, logo and logotype may only be used for the purposes of executing this project.	Any use of the Oppla brand identity that falls outside the scope of this project will be cleared with Oppla EEIG.
Oppla web platform	The Oppla web platform structure, components (including but not limited to Resources, Case Studies, Groups, Events and Articles, Outline newsletter), Oppla membership and contacts database, remain the property of Oppla EEIG. Oppla content made available through these components remains the property of the content contributors.	The Oppla web platform structure, components (including but not limited to Resources, Case Studies, Groups, Events and Articles, Outline newsletter), Oppla membership and contacts database, remain the property of Oppla EEIG. Oppla content made available through these components remains the property of the content contributors.
Oppla Application Programming Interface (API)	The Oppla API including the concept, software and data structures remain the property of Oppla EEIG.	Any development or adaptation of the Oppla API will be cleared with Oppla EEIG.
Oppla AI interface (in development at time of writing)	The Oppla AI software and data structures remain the property of Oppla EEIG.	Any development or adaptation of the Oppla AI will be cleared with Oppla EEIG.

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

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

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

As to **Universidade Nova de Lisboa**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Universidade NOVA de Lisboa** 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.

As to **Athina-Erevnitiko Kentro Kainotomias Stis Technologies Tis Pliroforias, Ton Epikoinonion Kai Tis Gnosis (ATH)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **ATH** 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.

As to **Vlaamse Gewest**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Department of Environment & Spatial Development** 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.

As to **Stad Oostende**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Stad Oostende** 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.

As to **Provincie Fryslan**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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

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

[Option 1 end]

[Option 2 start]

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

[Option 2 end]

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

As to **Provincie Noord-Holland**, it is agreed between the Parties that, to the best of their knowledge, **[insert the relevant option here]**.

**[Option 1 start]**

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

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

**[Option 1 end]**

**[Option 2 start]**

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

**[Option 2 end]**

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

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

As to **Área Metropolitana de Lisboa (AML)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **AML** 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.

As to **Kuopion Kaupunki**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Kuopion Kaupunki** 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.

As to **Główny Instytut Górnictwa – Państwowy Instytut Badawczy**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Główny Instytut Górnictwa – Państwowy Instytut Badawczy** 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.

As to **Perifereia Dytkis Elladas**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Perifereia Dytkis Elladas** 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.

As to **Gdanskie Wody Spolka Z Ograniczonaodpowiedzialnoscia**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Gdanskie Wody Spolka Z Ograniczonaodpowiedzialnoscia** 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.

## Attachment 2: Accession document

ACCESSION

of a new Party to

SMARTER 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.**

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

Affiliated Entity of Tamereen kaupunki: **Tampereen Tilapalvelut Oy [TILAPA]**, with legal address at PL 1000, 33101 Tampere, Finland.

## Attachment 5: NDA for [Scientific/Policy] Advisory Board agreed under Section 6

### NON-DISCLOSURE AGREEMENT

#### [Scientific/Policy] Advisory Board

This non-disclosure agreement (“NDA”) is made and entered into as of [..., 2025] (“Effective Date”) by and between:

1. **VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK (VITO)**, a limited liability company having its registered office at Boeretang 200, 2400 Mol, Belgium (RPR Turnhout), CBE 0244.195.916, and hereby represented by [...] – hereafter the “Coordinator” - and on behalf of the following parties to the Consortium Agreement entered into on [..., 2025] (“Partners”):

Stichting Deltares [DEL], having its registered office at Boussinesgweg 1, 2629HV Delft, The Netherlands

Terveiden ja hyvinvoinnin laitos [THL], having its registered office at Mannerheimintie 166, 00271, Helsinki, Finland

Stichting Wageningen Research [WR], having its registered office at Droevendaalsesteeg 3, 6708 PB, Wageningen, the Netherlands

OPPLA EEIG [OPPLA], having its registered office at Kreitenmolenstraat 86, Udenhout, 5071 BH, Netherlands

ICLEI European Secretariat GMBH [ICLEI], having its registered office at LEOPOLDRING 3, FREIBURG IM BREISGAU 79098, Germany, VAT number: DE153445986

Universidade Nova de Lisboa [UNL], having its registered office at Campus De Campolide, 1099 085, Lisboa, Portugal, VAT number 501559094

Athina-Erevnitiko Kentro Kainotomias Stis Technologies Tis Pliroforias, Ton Epikoinonion Kai Tis Gnosis [ATH], having its registered office at Artemidos 6 Kai Epidavrou 151 25, Maroussi, EL

Vlaamse Overheid, Departement Omgeving [VLO], having its registered office at HAVENLAAN 44, 1000, BRUSSEL, BE, PIC 999575107, represented by Sarah De Schampelaere

Stad Oostende [OST], having its registered office at Vindictivelaan 1, 8400 Oostende, Belgium

Provincie Fryslan [FRY], having its registered office at Tweebaksmarkt 52, 8911 KZ, Leeuwarden, The Netherlands

Provincie Noord-Holland [NOH], having its registered office at ...

Tampereen kaupunki [TAM], having its registered office at PL 487, 33101 Tampere, Finland

Área Metropolitana de Lisboa [AML], Lisbon Metropolitan Area having its registered office at Rua da Cruz de Santa Apolónia 23, 25 a 25 A, VAT number 502826126, and hereby represented by Carlos Humberto Carvalho, First Metropolitan Secretary;

Kuopion kaupunki [KK], having its registered office at Kuopion kaupunki, PL 228, 70101 Kuopio, Finland

**Główny Instytut Górnicwa – Państwowy Instytut Badawczy [GIG-PIB]**, having its registered office at pl. Gwarków 1, 40-166 Katowice – Poland, KRS 0000090660

Perifereia Dytkis Elladas [**RWG**], having its registered office at NEO PATRON ATHINON 32, PATRAS 26441, Greece

Gdanskie Wody Spolka Z Ograniczonaodpowiedzialnoscia [**GWS**], having its registered office at Kaczeńce 31, 80-614 Gdańsk - Poland

the Coordinator and the Partners together as the “**Disclosing Parties**”

and

2. [**Legal Entity Name**], with its registered office situated at (“Receiving Party”).

#### WHEREAS:

- A. The Disclosing Parties are performing a research project entitled SMARTER, with VITO as the Coordinator (the “Project”).
- B. The Receiving Party is willing to participate to the Advisory Board established by the Disclosing Parties in order to give recommendations regarding the Project (the “Purpose”).
- C. The Disclosing Parties may, in conjunction with the aforesaid Purpose, disclose to the Receiving Party certain proprietary and/or confidential information and the Receiving Party is willing to undertake to restrict the use and further disclosure of such information.

NOW THEREFORE, it is hereby agreed as follows:

#### 1. CONFIDENTIAL INFORMATION

1.1 For the purpose of this NDA, Confidential Information means any and all data and other information disclosed by the Disclosing Parties to the Receiving Party in connection with the Purpose, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial and/or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms (“**Confidential Information**”).

1.2 The Confidential Information remains the exclusive property of the respective Disclosing Party(ies) as well as patent, copyright, trade secret, trademark and other intellectual property rights therein. The parties agree that this NDA and the disclosure of the Confidential Information do not grant or imply, nor as an obligation to grant, any license, interest or right to the Receiving Party in respect to any intellectual property right of the other Disclosing Party.

1.3 Confidential Information does not include any information that:

- a. was in Receiving Party’s possession prior to receipt from Disclosing Parties as proven by the contemporaneous written records of the Receiving Party;
- b. is or becomes in the public domain otherwise than by a breach of this Agreement by Receiving Party;
- c. is rightfully received by Receiving Party from a third party; or
- d. is independently developed by or for Receiving Party without access to or use of Confidential Information received from Disclosing Parties.

#### 2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiving Party shall treat Confidential Information as strictly confidential and may use the Confidential Information only for the Purpose set forth above.

2.2 The Receiving Party shall not disclose or divulge, directly or indirectly, to third parties nor use for any purpose other than for the proper fulfilment of the Purpose, any Confidential Information received from the Disclosing Parties in whatever form under or in connection with this NDA without the prior written permission of the Disclosing Parties. The Receiving Party agrees to treat the existence and the contents of this NDA as Confidential Information of the Disclosing Parties.

2.3 The Receiving Party shall in no event use a lower degree of care in safeguarding the Disclosing Parties' Confidential Information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care.

2.4 The Receiving Party shall return to the Disclosing Parties or destroy all the materials containing the Disclosing Parties' Confidential Information immediately after (i) the completion of the Purpose, (ii) expiration or termination of this NDA or (iii) receipt of the written request thereto by the Disclosing Parties.

### 3. DISCLAIMERS

3.1 The Receiving Party agrees that Confidential Information is disclosed by the Disclosing Parties to the Receiving Party on "as is" and "with all faults" basis without warranty of any kind, either expressed or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose and/or non-infringement of intellectual property rights of a third party.

3.2 The Receiving Party acknowledges that the Confidential Information provided by the Disclosing Parties is and shall remain the exclusive property of the Disclosing Parties. No right or license whatsoever, expressed or implied, is granted by the Disclosing Parties to the Receiving Party pursuant to this NDA under any patent, patent application, trade secrets, trademark, copyrights, or any other proprietary right now or hereafter owned or controlled by the Disclosing Parties.

3.3 For the sake of clarity, this NDA shall not in any way constitute an offer or inducement of offer for a contract of any nature. No agency or partnership relationship is intended to be created under this NDA.

3.4 Failure or delay by the Disclosing Parties in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, or any single or partial exercise thereof shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

### 4. TERM

4.1 This NDA becomes effective on the Effective Date and shall remain in force during the term of the Action unless terminated by either party hereto upon sixty (60) days prior written notice to the other party.

4.2 The obligations set forth in this NDA shall bind the Receiving Party during the term of this Agreement and for a period of ten (10) years from the date of expiration or termination of this NDA.

### 5. MISCELLANEOUS

5.1 The Receiving Party understands the value of the Confidential Information to the Disclosing Parties and the Disclosing Parties are entitled to compensation for all damage or loss.

5.2 The Receiving Party acknowledges that the Confidential Information made available under this NDA may be subject to export control regulations and laws governing trade sanctions and embargoes. The Receiving Party agrees to comply with all relevant export control regulations and shall be responsible for obtaining all necessary authorisations and/or export licenses.

5.3 This NDA constitutes the entire agreement and supersedes any prior written or oral agreements with respect to the subject matter hereof. This NDA shall not be altered, changed, supplemented or amended except by written instrument or instruments signed by the parties hereto.

5.4 Parties shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this NDA without the prior written consent of the other party.

5.5 If personal data is exchanged between parties, as defined in the General Data Protection Regulation (EU 2016/679) of April 27, 2016 and the law of July 30, 2018 on the protection of natural persons with regard to the

processing of personal data, parties will always act in accordance with the aforementioned legislation, whereby the rights of the data subjects will be protected and parties will cooperate to enable each other to comply with the legal obligations arising from the aforementioned legislation. In particular parties will, as far as it is necessary, conclude a separate agreement, with the necessary contractual provisions.

Within the framework of this NDA, personal data may be shared of persons involved in this NDA, such as: name, business telephone number, address and e-mail address. Each party may store and process this business contact information. The parties agree that this business contact information will be processed for administrative purposes only, to the limited extent necessary for the performance of this NDA.

5.6 This NDA shall be governed by and construed in accordance with the laws of Belgium without regard to the conflict of law provisions thereof. Any dispute, controversy or claim arising out of or in connection with this NDA, or the breach, termination or invalidity thereof, shall be finally settled by the competent courts in Brussels (Belgium).

Notwithstanding the foregoing, nothing in this NDA shall be deemed to limit the Disclosing Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

5.7 Parties agree that the execution of this NDA by industry standard electronic signature software (e.g. via DocuSign) and/or delivery of the executed agreement by e-mail shall have the same legal force and effect as the exchange of original signatures or a hard copy of the agreement, and that in any proceedings arising under or relating to the agreement, parties waive any right to raise any defence or waiver based upon execution of the agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

VITO (Coordinator), on behalf of all Consortium Partners:

[...]

[...]

Receiving Party:

[...]

[...]