WATERP

Grant Agreement/Project number 318603

CONSORTIUM AGREEMENT

Final Version

Date 07/09/2012

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CONSORTIUM AGREEMENT

This Consortium Agreement is based upon Regulation (EC) No. 1906/2006 of the European Parliament and the Council of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme (2007-2013) and for the dissemination of research results, hereinafter referred to as "Rules for Participation", the European Commission Grant Agreement, Version 6 adopted on 24 January 2011, hereinafter referred to as the "Grant Agreement" or "EC-GA" and Annex II to the EC-GA adopted on 24 January 2011, hereinafter referred to as "Annex II", and is made on the 7th September 2012 hereinafter referred to as "Effective Date".

BETWEEN

FUNDACIÓ PRIVADA BARCELONA DIGITAL CENTRE TECNOLÒGIC the Coordinator of the Project, established in Spain, whose legal address is at C/ Roc Boronat 117, 5th floor, 08018 Barcelona, represented by Mr. Carles Fradera Riera, duly authorized for the purposes hereof

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

relating to the Project entitled "Water Enhanced Resources Planning 'Where water supply meets demand' ", in short "WatERP", hereinafter referred to as "Project".

WHEREAS

The Parties, possessing considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions and definitions established in the EC-Grant Agreement to be signed by the Parties and the European Commission and the EC-Rules for Participation. Regulations and conditions for collaboration established in those documents are not repeated herein but remain in full force and prevail over the provisions of this Consortium Agreement.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the EC-GA including its Annexes without the need to replicate said terms herein.

Without prejudice to the meaning of words or expressions that may be defined in other articles of this Agreement, the following terms shall have the meaning defined hereunder:

"Affiliated Entities"

Affiliated Entities shall mean entities corresponding to the definition of Article II.1.2 of the Annex II to the EC-GA, provided that such entities are listed in *Attachment 3: List of Affiliated Entities*.

"Commercial Use"

Commercial Use shall mean the commercialisation of Foreground or the utilization of Foreground in all kinds of commercial activities, including, without limitation, manufacturing and marketing products or processes, creating and providing services, performing contract research in collaboration with or to the benefit of third parties and screening compound libraries for third parties.

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For the avoidance of doubt, internal research and training activities, as well as research carried out in collaboration with third parties for purely academic purposes, shall not be considered Commercial Use.

"Consortium Body"

Consortium Body means either the General Assembly, the Project Board or the Project Management Panel, as well as any other body that the Parties may set up for governing and executing the Project.

"Consortium"

Consortium means all the Parties together in relation to the execution of the Project.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the EC-GA as specified in Article 4.2 of this Consortium Agreement.

"Grant Agreement", "EC-GA"

Grant Agreement (EC-GA) means the contract signed between the Parties and European Commission for the undertaking of the Collaborative Project WatERP (contract reference number: 318603).

"Member"

Member means the representatives of the Parties in each respective Consortium Body as defined in sections 6.3.1 and 6.4.1.

"Needed"

For the implementation of the Project, Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the Recipient Party would be impossible, significantly delayed or require significant additional financial, material or human resources. For Use of own Foreground, Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

"Project Work Plan"

Project Work Plan means the description of the work and the related agreed Project Budget based on the EC-GA Annex I and as eventually updated and approved by the General Assembly.

"Project Budget"

Project Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the EC-GA and in the Project Work Plan thereafter.

"Sideground"

Sideground means information and knowledge other than Foreground, developed or otherwise acquired by a Party after entering into the EC-GA, as well as any intellectual property rights protecting this information and knowledge. For the purposes of this Consortium Agreement Sideground shall be treated as Background

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"Software"

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer or similar device or hardware 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.

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

For any Party acceding to the Consortium, this Consortium Agreement shall enter into force as from the date of signature of such Party's declaration of accession to this Consortium Agreement or the respective decision of accession by the General Assembly, whichever falls later.

3.2 Duration

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA.

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party or Parties, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

3.3.1 Periods of Survival of rights

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

3.3.2 Leaving Parties

Finalization of the participation in the EC-GA and Consortium Agreement shall not affect any rights or obligations of a Party leaving the Consortium prior to the date of finalization, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

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4 Responsibilities of Parties

4.1 General principles

Each Party shall take part in the efficient implementation of the Project and cooperate, perform and fulfil, promptly, actively and on time, all of its obligations under the EC-GA

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 shall notify promptly, in accordance with the governance structure and procedures of the Project, any significant information, fact, problem or delay affecting its performance.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks, in particular for the purposes of reporting on the Project to the European Commission.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties and promptly correct any error in such information or material of which it is notified or becomes aware of.

Each Party shall comply with the procedures established in this Consortium Agreement as well as with any other procedures agreed by the General Assembly for marking, handling and delivering information related to the Project between Parties and/or towards third parties and shall use the tools, electronic and other, provided by the Coordinator for that purpose.

4.2 Breach

4.2.1 Identification and remedy of breach

In the event the Coordinator or a Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA such as, but not limited to, insufficient quality of work or failure of timely delivery, the Coordinator will give written notice to such Party and settle adequate measures for remedy with the concerned Party within an agreed time limit, which shall never exceed thirty (30) days.

In case the Coordinator is in breach, the General Assembly shall appoint a Party responsible for settling the conditions for remedy with the Coordinator.

4.2.2 Declaration of Defaulting Party

If such breach is substantial and is not remedied within the agreed time limit the Coordinator shall inform the General Assembly. The General Assembly, depending on the severity of the breach and its consequences, 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. The General Assembly will respect in its decision the provisions of the EC-GA related to termination.

5 Liability towards each other

5.1 No warranties

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

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

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5.2 Limitations of contractual liability

5.2.1 Waiver of liability

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

5.2.2 Limitation of liability

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the Project Budget provided such damage was not caused by a wilful act or gross negligence or breach of confidentiality.

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

5.2.3 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 Foreground, Background or Sideground.

5.3 Force Majeure

The Parties agree that the definition of Force Majeure and the consequences with respect to the Parties' rights and obligations in case of Force Majeure under this Consortium Agreement shall be the same as provided for in the EC-GA Article II.40.

A Party shall promptly notify the Coordinator in writing of any event of Force Majeure that may affect the fulfilment of its obligations under the EC-GA or under this Consortium Agreement. The Coordinator will settle with the Party a reasonable time limit to overcome the consequences. If the consequences of Force Majeure are not overcome during such time limit, the transfer of tasks – if any – shall be decided by the General Assembly.

6 Governance of the Consortium

6.1 General Structure

The General Assembly (GA) is the ultimate authority and decision-making body of the Consortium with respect to the Project. In the General Assembly, the Parties shall, in accordance with the EC-GA and this Consortium Agreement, take the necessary decisions relating to the overall strategy and development of the Project.

The Project Board (PB) is constituted by the Work-package Leaders as an executive body to make and implement decisions for the day-to-day management of the Project Work Plan. The PB shall report to and be accountable to the General Assembly.

The Coordinator is the entity acting as intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it by the EC-GA and this Consortium Agreement.

The Project Management Panel (PMP) is set and operated by the Coordinator to give assistance in coordination and in executing the decisions of the General Assembly and to carry out the day-to-day administrative and financial management of the Project.

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6.2 General operational procedures

6.2.1 Representation in meetings

Any Party shall be present or represented at any meeting and may appoint a substitute or a proxy to attend and vote at any meeting.

All Parties shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chair shall convene ordinary meetings of the General Assembly at least once every year and shall also convene extraordinary meetings at any time upon written request of any Member.

The Project Board shall meet at least once every six months in ordinary meetings convened by the chair.

6.2.2.2 Format of meetings

Meetings may be held on site with physical attendance, by teleconference or other telecommunication means. In the latter cases, when such meetings imply voting on issues that may affect the Project development, the Members shall identify themselves expressly before voting.

6.2.2.3 Notice of a meeting

The chair of the General Assembly shall give notice in writing of a meeting to each Member as soon as possible and no later than 30 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting.

The chair of the Project Board shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.2.2.4 Sending the agenda

The chair of the General Assembly shall send to each Member a written original agenda no later than 20 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

The chair of the Project Board shall send to each Member a written original agenda no later than 7 days preceding an ordinary meeting and 5 calendar days preceding an extraordinary meeting.

6.2.2.5 Adding agenda items

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

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding an ordinary meeting and 4 calendar days preceding an extraordinary meeting.

During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

6.2.3 Chair of the meetings

The Coordinator, eventually assisted by the Project Manager, shall chair all meetings of the General Assembly and the Project Board and fulfil the above described tasks of a chair, unless decided otherwise by these Consortium Bodies.

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6.2.4 General voting rules and quorum

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

Each Member shall have one vote. In the event of a tied vote, the Coordinator shall have casting vote in addition to its own.

Defaulting Parties may not vote.

Save as otherwise provided for in this Agreement, decisions shall be taken by a majority of two-thirds (2/3) of the votes.

Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members.

6.2.5 Veto rights

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen in the original agenda, a Member may veto such a decision during the meeting only. When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to the termination of its participation in the Consortium or the consequences thereof.

A Party requesting to leave the Consortium may not veto decisions relating thereto.

6.3 General Assembly (GA)

6.3.1 Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member"). The initial list of Members is included in Attachment 3: *Initial list of Members of General Assembly*.

Each Member or its substitute shall be duly authorised to deliberate, negotiate and decide on all matters listed in this Consortium Agreement in Sections 6.3.2 and 6.4.2 respectively.

General Assembly Members shall have the authority to take corrective actions within their respective organisations as necessary to implement their tasks in the Project and the decisions of the General Assembly and to implement such corrective actions following the respective organisation's internal management structure.

6.3.2 Decisions of the General Assembly

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 the General Assembly, the Parties shall, in accordance with this Consortium Agreement and the EC-GA, take the necessary decisions relating to the overall strategy and development of the Project and in particular:

1. Ensure that all Parties fulfil their obligations under the EC-GA;
2. Modify the Project scope if necessary;
3. Decide on revisions of the Project Work Plan as proposed by the Project Board (PB). In case some tasks are abolished as a result of a decision of the General Assembly, the PB

shall rearrange the tasks concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled;

4. Reallocate resources between work packages (WP), Parties or cost categories upon proposal of the PB or a Party and eventually decide to forward such request for reallocation to the European Commission. The GA may require the PB, the PMP and the corresponding WP Leader/s to provide reports and other factual data that support any adjustment proposed;
5. Resolve disputes as well as any situations that jeopardise the Project, if such disputes have not been resolved at the PB level or by the intervention of the Coordinator;
6. Make proposals to amend the Consortium Agreement and manage additions and removals to its Attachments, taking into account the opinion of the Parties and other Consortium Bodies;
7. Review administrative and financial aspects of the Project as reported by the Coordinator/PMP;
8. Supervise and advise on the Project's communication and exploitation plans as proposed during WP8 (Dissemination & Exploitation);
9. Manage ethical issues as proposed by a Consortium Body or the Party appointed to support the Coordinator in this task;
10. Propose to the European Commission the suspension of all or part of the activities under this Consortium Agreement or the Project, or the termination of the EC-GA, and establish the conditions of such suspension or termination;
11. Accept the accession of new Parties to this Consortium Agreement and establish the conditions of accession as well as updating the corresponding Attachments of this Consortium Agreement;
12. Declare a Party to be a Defaulting Party, monitor the remedy of failure and terminate a Defaulting Party's participation;
13. Propose to the European Commission to change the Coordinator; and
14. Decide on any other matter which is not attributed to any other Consortium Body.

6.3.3 Minutes of meetings

The PMP, on behalf of the Coordinator, shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The PMP shall send draft minutes to all Members within 15 calendar days of the meeting.

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

6.3.4 Entry into force of decisions of the General Assembly

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.3 of this Consortium Agreement.

The Parties agree to abide by all decisions of the General Assembly provided that such decisions do not contradict the terms of this Consortium Agreement or the EC-GA.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 12.10 of this Consortium Agreement.

6.4 Project Board (PB)

6.4.1 Members

The Project Board shall be composed by all Work Package Leaders, including the Coordinator who will act as chair and executive director.

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Work Packages are directed by the Parties indicated in EC-GA Annex I. Each lead Party shall indicate a person in charge of this leadership by the Project start date indicated in the EC-GA or the Project Kick-off meeting at the latest. This nominated person shall be deemed to be duly qualified and authorised to deliberate, negotiate and act on those matters considered responsibility of the Project Board.

The register of nominated WP leaders is maintained and made accessible by the PMP. Each Party is obliged to inform immediately any change of person or substitute.

6.4.2 Responsibilities of the Project Board

The PB shall act as an executive body that will make and implement decisions for the day-to-day management of the Project. In particular, it shall deal with operational issues including, without limitation:

1. Monitor and review progress and execution of the Project Work Plan, ensuring that the Project objectives are met with the maximum quality;
2. Supervise that the Project milestones are achieved and the Project deliverables produced with the maximum level of quality;
3. Coordinate the interactions between work packages, so that dependencies and potential synergies are fully exploited for the benefit of the Project;
4. Make proposals to the General Assembly regarding any change required or recommended in the Project Work Plan or the exploitation of the Project results;
5. Make proposals to the General Assembly for any necessary reallocation of resources between work packages, which shall be accompanied by sufficient justification;
6. Advise the General Assembly on the rearrangement of respective tasks and budget of the Parties in case of abolished tasks as a result of a decision of the General Assembly;
7. Conduct the proper execution and implementation of the decisions of the General Assembly;
8. Support and advise the Parties in relation to any additional agreement that they might need to sign for the implementation of the Project, the granting of Access Rights and/or the Use of Foreground;
9. Ensure that all Parties are aware of the resources available, required effort and actions necessary to complete the Project tasks in time, with appropriate quality and within the foreseen budget;
10. Keep records of and provide information on any publication or public dissemination regarding the Project and on the collaboration and progress of work with any external advisors.

6.4.3 Specific voting rules for the PB

Decisions in the PB will be taken by simple majority of the attending PB members. In the event of a tied vote, the Coordinator shall have a casting vote. Veto can be exercised following the provisions of Section 6.2.5.

6.4.4 Minutes of the Meeting

Every decision of the PB must be documented through minutes which are circulated by the chair to the PB members within 15 days after the meeting at the latest.

6.5 The Coordinator

6.5.1 Responsibilities of the Coordinator

The Coordinator is the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the EC-GA and in this Consortium Agreement.

The Coordinator steers the Project in order to ensure its effective implementation and the compliance of the Parties with the objectives set for the Project.

6.5.2 Responsibilities of the Coordinator

The Coordinator shall perform all tasks assigned to it by the EC-GA, complemented by the following:

1. Monitor compliance of the Parties with their obligations of the EC-GA and this Consortium Agreement;
2. Follow-up of activities and monitoring of compliance with the Project Work Plan, planned resources and time schedule, liaising with the PB and the WP leaders, promoting the synergy between different activities and efficiency throughout;
3. Collect, review to verify consistency and submit information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission;
4. Prepare the meetings, propose decisions and prepare the agenda of General Assembly and the Project Board meetings, chair the meetings, prepare the minutes of the meetings and monitor the implementation of decisions taken at meetings;
5. Report on budget management to the General Assembly at least on an annual basis;
6. Transmit promptly documents, including deliverables required by EC-GA, and other information concerning the Project to the Parties and the European Commission, where deemed appropriate;
7. Keep the address list of Parties of the EC-GA and Consortium Agreement and the Members of Consortium Bodies, as well as other contact persons updated and available;
8. Manage the administrative tasks of the evolution of the Consortium which have been approved by the GA;
9. Administer the EU financial contribution and fulfil the financial tasks described in Section 7.4.1;
10. Carry out the financial management of the Project, including the check for viability of the proposals of funding assignment to Parties and activities expressed by the PB or GA;
11. Provide, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

6.6 Project Manager (PM)

The Project Manager is set up and operated by the Coordinator. The PM is responsible for supporting the Coordinator with administrative tasks and facilitating the operations of the Project.

6.7 Project Management Panel (PMP)

The conjunction of Coordinator and the Project Manager constitutes the Project Management Panel as described in Annex I of the EC-GA.

7 Financial provisions

7.1 Justification of costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the European Commission.

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Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for the justification of costs by a Party towards the European Commission.

7.2 Reallocation of funds

A Party requesting the allocation of funds must articulate its demand formally and duly justified to the Project Board and the General Assembly.

The Project Board shall, together with the requesting Party, evaluate the request and prepare a proposal upon the potential implementation of the Party's request that shall be decided by the General Assembly. The Project Manager shall support this task by verifying the administrative viability of the proposed reallocation.

If the request is approved by the General Assembly the same may also decide on a transfer of budget between different activities and Parties in compliance with Article 5 of the EC-GA.

A Defaulting Party shall bear any additional cost necessary for remedy and cannot claim re-allocation of resources from other tasks or Parties or additional funding from the Project Budget.

Any such transfer agreed by the General Assembly may be subject to the European Commission's approval and/or an amendment of the EC-GA.

7.3 Financial consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund, directly to the European Commission or to the Coordinator, all payments it has received except the amount of contribution accepted by the European Commission within 30 days upon the effective date of termination of participation, following EC-GA II.38.7.

A Defaulting Party shall, within the limits specified in 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional cost occurring to the other Parties in order to perform its tasks. Unless otherwise decided by the General Assembly, any additional cost which is not covered by the Defaulting Party shall be appointed to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Project Budget.

7.4 Payments

7.4.1 Distribution of Financial Contribution

The EU financial contribution to the Project shall be distributed by the Coordinator according to:

1. The Project Budget as included in the Project Work Plan,
2. The approval of reports by the European Commission, and
3. The provisions of payment in this Section 7.44.

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

7.4.2 Obligation for payment through the Coordinator

Payments to Parties are the exclusive tasks of the Coordinator. In particular, the Coordinator shall:

1. Control incoming payments from the Commission for completeness and notify the Consortium about the payment status of the EU financial contribution;
2. Transfer the appropriate sums received from the Commission and due to the respective Parties with a minimum delay and not later than 30 days after receipt;
3. Notify the individual Party promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;

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4. Perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
5. Undertake to keep the EU financial contribution to the Project separated from its normal business accounts, its own assets and property.

7.4.3 Payment schedule

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

The first pre-financing payment shall be made without undue delay following receipt from the Commission and entirely to all Parties which have signed the EC-GA and this Consortium Agreement.

Further payments shall be made to the Parties after receipt from the Commission in conformity with the EC-GA provisions and the decisions of the General Assembly.

In all cases, the Coordinator shall not transfer to any of the Parties more than eighty-five percent (85%) of their corresponding total EU grant until the final payment is made by the Commission to the Project, independently of whether some Parties have already justified the spending of 100% of their respective budget before the final payment takes place. The General Assembly may decide to reduce the maximum amount received by each Party before the final payment.

The Coordinator is entitled to withhold any payment due to a Party identified by the General Assembly as a Defaulting Party or to a Party which is in breach of its obligations under this Consortium Agreement or the EC-GA and has been notified in writing thereof in accordance with Section 4.2.1 above until the satisfactory resolution of the breach and to recover any payments made.

8 Subcontracting

8.1 General Principle

A Party may use a subcontractor or otherwise involve a third party which is not signatory to this Consortium Agreement for the performance of its obligations under the EC-GA or the performance of other obligations under this Consortium Agreement, provided that such subcontracting is compliant with Article II.7 of the EC-GA and the provisions of this Consortium Agreement.

The provisions of this Section 8 apply to subcontractors as well as to any other type of third party which is not signatory to this Consortium Agreement.

Unless otherwise decided by the General Assembly, such Party shall bear all costs and obligations resulting from the subcontracting.

8.2 Responsibility for third parties

The Party that enters into a subcontract or otherwise involves third parties remains solely responsible for the performance of its obligations in the Project, and for the consequences of such performance as if those obligations had been performed by the Party and for such subcontractor's compliance with the provisions of this Consortium Agreement.

For the avoidance of doubt, such Party shall also be fully responsible for the supervision of its subcontractors and shall ensure that:

1. Obligations related to Access Rights and confidentiality under this Consortium Agreement are extended to such subcontractor by appropriate contractual obligations;
2. The other Parties' Access Rights are fully preserved;
3. The subcontractor shall have no access to any other Party's Foreground, Background or Sideground without such Party's prior written consent.

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The subcontracting Party shall use all reasonable endeavours to ensure that the subcontractor fully complies with the obligations imposed pursuant to the foregoing provisions.

9 Foreground

The default provisions regarding ownership of Foreground in Article II.26 - II.30 of the EC-GA shall apply with the following additions:

9.1 Joint Ownership of Foreground

In case of joint ownership, a joint ownership agreement as referred to in EC-GA Art. II.26 will be concluded on a case by case basis between the respective joint owners. The joint ownership agreement shall establish the terms and conditions for managing the joint Foreground, as well as the respective shares of each joint owner to the joint Foreground.

This joint ownership agreement shall be formalised in writing within a period of six (6) months after the identification of the joint Foreground. Within this period, the Parties jointly owning the Foreground shall enter into good faith discussions in order to agree on an appropriate course of action for filing applications for patents or other means of protection, including the decision on which Party shall be entrusted with the preparation, filing and prosecution of such applications, as well as the decision on the countries or territories where applications shall be filed.

Where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to Use the jointly owned Foreground as follows:

1. for non Commercial Use as it sees fit without requiring the prior consent of the other joint owner(s) on a royalty free basis, and
2. for Commercial Use, including the granting of non-exclusive licences to third parties, without any right to sub-license, subject to the following conditions: a) at least 45 days prior notice must be given to the other joint owner(s); and b) fair and reasonable compensation must be provided to the other joint owner(s).

For the avoidance of doubt, these conditions do not apply to the granting of exclusive licences, which shall be discussed and agreed by all joint owners, and be in accordance with EC-GA Article II.32.7.

9.2 Provisions on cost sharing

The joint owners shall have the liberty to agree in writing in a separate agreement the conditions of sharing costs for protecting jointly owned Foreground as long as such agreement does not prejudice the Access Rights or other rights of the other Parties. While no such agreement is in place, the following conditions shall apply:

1. All costs related to applications and maintenance of protection shall be shared between the joint owners proportionally to their shares of the joint ownership. Only if no such agreement on shares has been reached by the owners following Section 9.1 above, the costs related to applications and maintenance of protection shall be shared proportionally to the person months effectively assigned by each joint owner in the Project tasks leading to the generation of such Foreground following the Annex I to the Project Work Plan.
2. If a Party decides not to contribute or discontinue its contribution to the cost of application or maintenance of protection for jointly owned Foreground – entirely or for specific territories - it shall be entitled to do so, provided that:
    a. Such Party must notify promptly and in writing the other joint owners of its decision.
    b. It shall from that point on relinquish all its title to and interest in such jointly owned patent, patent application or other registered intellectual property rights

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protecting such Foreground entirely or for the specified territories, but shall remain named as co-applicant.

c. It shall lose its rights with respect to such jointly owned patents, patent applications or registered intellectual property rights entirely or for the specified territories as for the moment of notification.

d. It shall retain a non-transferable, non-exclusive, royalty-free and fully paid-up licence for internal research and development purposes only, without any right to grant sublicenses, for the lifetime of the jointly owned patents.

3. In case a Party wants to re-establish the rights it has relinquished before, it shall be entitled to do so at any time by contributing to the costs of protection. Reasonable conditions of re-entry shall be negotiated between the joint owner(s) who maintained the protection and the re-entering Party.

9.3 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II. 27.

Each Party may identify specific Affiliated Entities it intends to transfer the ownership of its Foreground to in Attachment 2: *List of Affiliated Entities* to this Consortium Agreement. The Parties hereby waive their right to object, according to the EC-GA Article II.27.2 if the transfer is to the listed Affiliated Entities.

Any addition to Attachment 2: *List of Affiliated Entities* after signature of this Consortium Agreement requires a decision of the General Assembly.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA Article II.27.2.

9.4 Dissemination

9.4.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions:

1. Prior notice of any planned publication shall be given to the other Parties as soon as possible and at least 45 calendar days before the publication. For the avoidance of doubt, submission of a paper for publication regardless whether it is finally accepted is already considered a publication.
2. Any objection to the planned publication shall be made in writing to the Coordinator and to any Party concerned within 15 calendar days after receipt of the notice. The objection has to include a precise request for necessary modifications. An objection is justified if the objecting Party's legitimate academic or commercial interests are affected by the publication, if the protection of the objecting Party's Foreground, Background or Sideground is adversely affected, or if the publication contains confidential information of the objecting Party.
3. If an objection has been raised, the involved Parties shall discuss in good faith and on a timely basis a solution satisfying their respective interests (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably withhold its approval if appropriate actions are performed following such discussion.
4. If no objection is made within the specified time limit, the publication shall take place in the same form and with the same content submitted to the review of the Parties.

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9.4.2 Publication of another Party's Foreground, Background or Sideground

For the avoidance of doubt, a Party shall not publish Foreground, Background or Sideground of another Party, even if this is compounded with the publishing Party's own Foreground, without the written approval of the owning Party.

9.4.3 Publication for obtaining a degree

The Parties undertake to cooperate, subject to their legitimate interests, to allow the timely submission, examination, publication and defence of any dissertation or thesis for obtaining a degree which includes their Foreground or Background or Sideground. Confidentiality and publication clauses have to be respected by the presenting Party or person as well as by the supervisor or examiner. This can require the signature of a specific confidentiality agreement and that a thesis is deposited in a university library only under restricted access conditions.

The Party concerned can request proof of the fulfilment of specific confidentiality measures if its Foreground, Background or Sideground is included.

9.4.4 Use of names, logos or trademarks

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

9.4.5 Survival of rights and obligations

The provisions of Article II.30 of the EC-GA and this Section 9.4 shall survive until six (6) months after the termination of the Project in order to safeguard ongoing preparation of protection or negotiations of joint ownership agreements.

10 Access Rights

10.1 Background and Sideground covered

By default, all Background and Sideground of a Party which is considered as Needed for the implementation of the Project and the achievement of the Project objectives shall be deemed as available for the granting of Access Rights in accordance with the provisions of the EC-GA II.31 – II.34 and this Consortium Agreement.

10.1.1 Exclusion of Background and Sideground

Subject to the provisions of the EC-GA, any Party may exclude Background or Sideground from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement.

By the nature of Sideground, it is developed and identified during the Project lifetime. *Attachment 1: Background and Sideground excluded from Access Rights* may be updated in order to include or eliminate Background or Sideground from the list. The corresponding request must be communicated in written by the Party concerned to the Coordinator and to the General Assembly. The elimination of Background or Sideground listed shall be effective as from the date of this notification, while the inclusion of Background after the beginning of the Project or of Sideground shall be subject to a decision of the General Assembly.

10.2 General Principles on Access Rights

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

All requests for Access Rights as well as the granting of Access Rights shall be made in writing.

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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.

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

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

Any Access Rights granted explicitly exclude any right to sublicense. Sublicensing rights must be agreed in a separate contract by the Parties concerned and can be granted under commercial conditions.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by the Parties according to the EC-GA Article II.32.7.

Access Rights shall be free of any administrative transfer costs.

10.3 Limitation to the granting of Access Rights

As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background and Sideground or of any other restriction of which it is aware and which might substantially affect the granting of Access Rights. If the General Assembly considers that the restrictions have such impact on the Project, which is not foreseen in the Project Work Plan, it may decide to update the Project Work Plan accordingly.

For the avoidance of doubt, in no event shall a Party have to grant Access Rights to Background and/or Sideground if the Party concerned is not entitled to grant them, whether by law, contract or otherwise and disregarding if they are Needed for Use and/or for carrying out a Party's own work under the Project.

10.4 Access Rights for implementation

Access Rights to Foreground, Background and Sideground Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis.

10.5 Access Rights for Use

Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions. Nevertheless, the concerned Parties are free to agree that such Access Rights are granted on a royalty free basis.

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

Access Rights to Foreground shall also be granted free of charge to Stadtwerke Karlsruhe GmbH and Agència Catalana de l'Aigua. For the avoidance of doubt, this Access Rights exclude any further service such as for example updates or maintenance.

Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

A Party Using another Party's Foreground, Background or Sideground shall not grant access to a third party, unless the owning Party has agreed to such granting of Access Rights.

A request for Access Rights may be made up to one year after the end of the Project by any Party.

10.6 Access Rights for Affiliated Entities

Entities that are identified in Attachment 2: *List of Affiliated Entities* of this Consortium Agreement have Access Rights under the conditions of the EC-GA Article II.34.3.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

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

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

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

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

10.7 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground, Background or Sideground as might be asked for by any Party and not considered as Needed for implementation of the Project or Use, and shall agree upon adequate financial conditions.

10.8 Access Rights for Parties entering or leaving the Consortium

10.8.1 New Parties entering the Consortium

Unless otherwise decided by the General Assembly, all Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

10.8.2 Access Rights granted to a leaving, Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall terminate 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.

10.8.3 Access Rights granted to a leaving, Non-Defaulting Party

A non-Defaulting Party leaving voluntarily shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights up to one year days after termination of its participation in the Project.

10.8.4 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project in order not to hinder the progress of the Project.

10.9 Specific provisions for Software

10.9.1 Additional definitions

"Application Programming Interface"

> Application Programming Interface (API) means interface materials containing all data and information to allow skilled software developers to create software which interfaces or interacts with other specified software. Such API shall as minimum contain the data types and structures, constant and macro definitions, function and procedure definitions including their name, parameters, parameter count and parameter data type(s) and any data type or function results thereof, as set forth in

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header files, specifications and related documentation, all so as to enable software to invoke some or all of the software relevant to the API; together with the software Documentation (if any) necessary for use of such API.

"Controlled Licence Terms"

Terms in any licence that require that the use, copy, modification and/or distribution of software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

a) (where the Work or Derivative Work is software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any software licence that merely permits but does not require any of the things mentioned in a), b) or c) is not a Controlled Licence; and so is understood as Uncontrolled Licence.

"Object Code"

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

"Software Documentation"

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

"Source Code"

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

10.9.2 General Principles

The general provisions for Access Rights established in Section 10 are applicable also to software as far as not modified by this Section 10.9.

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

The intended introduction of intellectual property (including, but not limited to software) under Controlled Licence Terms in the Project shall require the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

10.9.3 Access Rights to Software

Access Rights to Software which is Foreground shall comprise:

1. Access to the Object Code; and,
2. Where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
3. Access to the Source Code to the extent Needed for Implementation of the Project; and

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4. Access to Source Code to the extent Needed for Use, provided that such Use does not adversely affect the commercial interests of the Party owning the Foreground.

Software which is Background or Sideground shall only be provided in Object Code, unless otherwise agreed between the Parties concerned.

10.9.4 Software licence and sub-license rights

10.9.4.1 Object Code: Foreground – Rights of a Party

Where a Party has Access Rights to Object Code and/or API which are Foreground for Use, such Access Rights shall, as far as Needed for the Use of the Party's own Foreground, comprise the right:

1. to make an unlimited number of copies of Object Code and API, and
2. to distribute, make available, market, sell and offer for sale such Object Code and API as part of or in connection with products or services of the Party having the Access Rights, and
3. to use Object Code and API for further research

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

If the Party receiving the Access Rights intends to use the services of a third party for the purposes of this Section 10.9.4, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights.

10.9.4.2 Object Code: Foreground – Rights to grant sublicenses to end users

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

1. to maintain such product/service;
2. to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

10.9.4.3 Object Code: Background and Sideground

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

10.9.4.4 Source Code: Foreground – Rights of a Party

Where, in accordance with Section 10.9.3, a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as Needed for the Use of the Party's own Foreground, shall comprise a right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If the Party receiving the Access Rights intends to use the services of a third party for the purposes of this Section 10.9.4.4, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights.

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

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Further sublicensing of Source Code is explicitly excluded.

Each sublicense granted according to the provisions of Section 10.9.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

11 Non-disclosure of information

11.1 General principles on non-disclosure of information

All information in whatever form or mode of transmission, 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 when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA and for a period of 5 years after the end of the Project:

1. not to use Confidential Information otherwise than for the purpose for which it was disclosed;
2. not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
3. to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
4. to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may request to keep a copy for archival purposes only if needed for recording of ongoing obligations or if required by mandatory law.

After this period of 5 years after the end of the Project, each Recipient is obliged to return or destroy promptly any Confidential Information received from the Disclosing Party during the Project, without any specific request by the Disclosing Party. If so requested by the Disclosing Party, the Recipient shall provide the Disclosing Party with a certificate executed by one of its duly authorised officers confirming compliance with the return or destruction obligation.

Shall a Recipient be interested in continuing the use of Confidential Information beyond the period of 5 years after the end of the Project, a request shall be made to the Disclosing Party and a separate agreement on the conditions of use and protection of such information be established with the said Disclosing Party.

The Recipients shall be responsible for the fulfilment of the non-disclosure obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project as well as even after the termination of employment.

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 or proprietary information, but in no case less than reasonable care.

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

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a

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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.

11.2 Exception of the non-disclosure obligation

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

1. the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
2. the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
3. the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
4. the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
5. the Confidential Information was, at any time, developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
6. the Confidential Information was already known to the Recipient prior to disclosure,
7. the disclosure of Confidential Information is required to comply with mandatory laws or regulations or with a court or administrative order.

11.3 Confidentiality towards the European Commission

The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Confidential Information provided to the European Commission will be marked as such.

11.4 Personal data protection

If the information in connection with the Project contains personal data in whatever form or mode of transmission, which is disclosed by a Party to any other Party, the Recipient agrees:

1. to comply with the requirements of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
2. to process the personal data following the instructions of the Disclosing Party;
3. to implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing and the Recipient;
4. to comply with all their own national applicable laws regarding personal data protection; and
5. to maintain the confidentiality of the personal data with no time limit.

The obligation of protection of personal data shall not be limited in time.

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12 Miscellaneous

12.1 Attachments, inconsistencies and severability

- This Consortium Agreement consists of this core text and the following Attachments:
  Attachment 1: Background and Sideground excluded from Access Rights
- Attachment 2: List of Affiliated Entities
- Attachment 3: Initial list of Members of General Assembly
- Attachment 4: Accession document for new Parties

In the event of conflict or inconsistency between any provision contained in the core text of this Consortium Agreement and any provision contained in its Attachments, the provisions contained in the core text shall prevail.

In the event of conflict or inconsistency between any provision contained in this Consortium Agreement and the provisions of the EC-GA, the provisions of the EC-GA shall prevail.

In the event of conflict or inconsistency between any provision contained in this Consortium Agreement and any other agreement concluded in connection with the Project by the Parties, the conditions of this Consortium Agreement shall prevail.

12.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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.

12.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator and which is based on Attachment 3: *Initial list of Members of General Assembly.*

Any change of person or contact details shall be notified immediately by the respective Party to the Coordinator, through the PMP. The address list shall be accessible to all Parties concerned.

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

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

12.4 Assignment

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.

12.5 Amendments of the Consortium Agreement

All and any amendments and modifications to the main body of this Agreement require consent in writing between all Parties, duly signed by respectively authorised representatives of the Parties. In case an Attachment of this Consortium Agreement is to be amended, only the relevant modified Attachment shall be signed by an authorised signatory of each Party.

Any amendment to Attachment *1: Background and Sideground excluded from Access Rights* shall be done as specified in Sections 6.3.2 and 10.1.1 of this Consortium Agreement.

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

12.6 Mandatory national law

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

12.7 Language

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

12.8 Headings

The headings of the Sections of this Consortium Agreement are for convenience of reference only, are not part of this Consortium Agreement and do not affect its interpretation.

12.9 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the law of Belgium, by which the EC-GA is also governed.

12.10 Settlement of disputes

The Parties endeavour to settle disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules.

The place of mediation shall be Brussels unless otherwise agreed upon.

The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

12.11 Signatures

This Consortium Agreement shall be executed in signed and stamped counterparts, all of which together shall constitute one and the same instrument. Every Party shall each sign and stamp nine counterparts.

The Coordinator has the obligation to send hard copies of all the signed counterparts to each Party within 15 days upon receipt of all signed original counterparts.

As witness the Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the date first above written.

Authorised to sign on behalf of FUNDACIÓ PRIVADA BARCELONA DIGITAL CENTRE TECNOLÒGIC

Name: Mr Carles Fradera Riera

Position: Managing Director

Date: 07.09.2017

Signature and stamp:

bdigital CENTRE TECNOLÒGIC

Authorised to sign on behalf of INCLAM, S.A.

Name: Ms. Eva de Andres

Position: Chief Executive

Date: 07/09/2012

Signature and stamp:



Authorised to sign on behalf of DISY INFORMATIONSSYSTEME GMBH

Name: Mr. Claus Hofmann

Position: CEO

Date: 10.09.2012

Signature and stamp:

disy Informationssysteme GmbH
Erbprinzenstr. 4-12
76133 Karlsruhe

Authorised to sign on behalf of AGÈNCIA CATALANA DE L'AIGUA

Name: Mr. Leonard Carcolé i Galea

Position: Director

Date: - 7 SET. 2012

Signature and stamp:

alitat de Catalunya
tament de Territori
i Sostenibilitat
Agència Catalana de l'Aigua
Provença, 204-208
08036 Barcelona
NIF Q 0801031 F

Authorised to sign on behalf of STAFFORDSHIRE UNIVERSITY

Name: Prof. Michael Gunn

Position: Vice Chancellor

Date: 14.9.12

Signature and stamp:

STAFFORDSHIRE UNIVERSITY

Authorised to sign on behalf of INSTITUTE OF COMMUNICATION AND COMPUTER SYSTEMS

Name: Prof. Yannis Vassiliou

Position: Director

Date: 20/9/2012

Signature and stamp:

COMMUNICATION AND
ITER SYSTEMS
CHNICAL UNIVERSITY
F ATHENS
n str. Athens 106 82
3903 FAX: 0030 210 7722456
lumb: EL 090162593

Authorised to sign on behalf of HYDROMETEOROLOGICAL INNOVATIVE SOLUTIONS

Name: Dr. Rafael Sánchez-Diezma Guijarro

Position: CEO

Date: 07-09-2017

Signature and stamp:



Authorised to sign on behalf of DVGW DEUTSCHE VEREINIGUNG DES GAS-UND WASSERFACHES – TECHNISCH-WISSENSCHAFTLICHER VEREIN E.V.

Name: Dr. Josef Klinger

Position: General Manager

Date: 10. 09. 2012

Signature and stamp:

DVGW
Technologiezentrum Wasser (TZW)
Karlsruher Str. 84
D-76139 Karlsruhe
Tel. 07 21 / 96 78-0
Fax 07 21 / 96 78-101

Authorised to sign on behalf of STADTWERKE KARLSRUHE GMBH

Name: Dr. Karl Roth

Position: Tech. Director

Date: 11. Sep. 2012

Signature and stamp:

STADTWERKE KARLSRUHE GmbH

Dr. Roth