




CONSORTIUM AGREEMENT

Leading partner	CES
Type	Consortium Agreement
Dissemination level	Confidential
Work package	WP1
Due date	June 2019
Version	2

Project	Healthy corridor as drivers of social housing neighbourhoods for the co-creation of social, environmental and marketable NBS
Acronym	URBiNAT - Urban inclusive and innovative nature
	This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 776783

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SECTION 1: DEFINITIONS	6
1.1 Definitions	7
1.2 Additional definitions	7
SECTION 2: PURPOSE	9
SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION	9
3.1 Entry into force	9
3.2 Duration and termination	10
3.3 Survival of rights and obligations	10
SECTION 4: RESPONSIBILITIES OF PARTIES	10
4.1 General principles	10
4.2 Breach	11
4.3 Involvement of third parties	11
SECTION 5: LIABILITY TOWARDS EACH OTHER	11
5.1 No warranties	11
5.2 Limitations of contractual liability	12
5.3 Damage caused to third parties	12
5.4 Force Majeure	13
SECTION 6: GOVERNANCE STRUCTURE	13
6.1 General structure	13
6.2 General operational procedures for all Consortium Bodies	14
6.3 Specific operational procedures for the Consortium Bodies	16
SECTION 7: FINANCIAL PROVISIONS	20
7.1 General principles	20
7.2 Budgeting	21
7.3 Payments	21
SECTION 8: RESULTS	22
8.1 Non-Commercial use of Results	22
8.2 Ownership and attribution of results	23
8.3 Transfer of Results	24
8.4 Dissemination	24
SECTION 9: ACCESS RIGHTS	25
9.1 Background included	25
9.2 General principles	26
9.3 Access rights for implementation	27
9.4 Access rights for exploitation	27
9.5 Additional Access Rights	28
9.6 Access rights for Parties entering or leaving the Consortium	28
9.7 Specific provisions for access rights to software	29
SECTION 10: NON-DISCLOSURE OF INFORMATION	30
SECTION 11: MISCELLANEOUS	32
11.1 Attachments, inconsistencies and severability	32
11.2 No representation, partnership or agency	32
11.3 Notices and other communication	32
11.4 Assignment and amendments	33
11.5 Mandatory national law	33
11.6 Language	33
11.7 Applicable law	33
11.8 Settlement of disputes	33
SECTION 12: SIGNATURES	33
Attachment 1: Background included	35
Attachment 2: Accession document	36
Attachment 3: List of third Parties (for simplified transfer according to section 8.3)	37
Attachment 4: Identified Linked Third Parties and Affiliated Entities according to Section 9.5	38

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) n° 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on June 1st, 2018, hereinafter referred to as the “Effective Date”.

BETWEEN:

1. CENTRO DE ESTUDOS SOCIAIS (CES), established in COLEGIO S JERONIMO PRACA D. DINIS, COIMBRA 3000 995, Portugal, VAT number: PT500825840, represented for the purposes of signing this Agreement by its Executive Director, João Paulo DOS SANTOS DIAS the “Coordinator”

2. ICETA INSTITUTO DE CIENCIAS, TECNOLOGIAS E AGROAMBIENTE DA UNIVERSIDADE DO PORTO (ICETA), established in RUA D MANUEL II APARTADO 55142, PORTO 4051 401, Portugal, VAT number: PT503178306, represented for the purposes of signing this Agreement by its President, Baltazar Manuel Romão de Castro

3. CÂMARA MUNICIPAL DO PORTO (CMP), established in PRAÇA DO GENERAL HUMBERTO DELGADO, 4049 001 PORTO, Portugal, VAT number: PT501306099, represented for the purposes of signing this Agreement by Vice-Mayor and City Councilor for Innovation and Environment., Filipe Manuel Ventura Camões de Almeida Araújo.

4. CMPH - DOMUSSOCIAL - EMPRESA DE HABITAÇÃO E MANUTENÇÃO DO MUNICÍPIO DO PORTO (Domus Social), established in RUA MONTE DOS BURGOS 12, 4250 309 PORTO, Portugal, VAT number: PT505037700, represented for the purposes of signing this Agreement by the vice-chairman of the Board of Directors, Dr. Fernando Barbosa Pinto.

5. ITEMS INTERNATIONAL SARL (ITEMS), established in RUE CAMILLE DESMOULINS, 13, ISSY LES MOULINEAUX 92130, France, VAT number: FR79393711544, represented for the purposes of signing this Agreement by Sébastien Lévy, Director, ITEMS International.

6. Centre National de la Recherche Scientifique (CNRS), RUE MICHEL ANGE 3, PARIS 75794, France, N° SIREN 180089013, APE CODE 7219Z, represented by its Chairman and Chief Executive Officer, Mr Antoine PETIT, having given signatory power for this agreement to Mrs Gabrielle INGUSCIO, the Regional Delegate for Bretagne Pays de la Loire, 1 rue André et Yvonne Meynier CS26936, 35069 RENNES CEDEX, France.

CNRS acting on its own behalf and in its capacity as supporting authority of the Institut de Recherche en Sciences et Techniques de la Ville (IRTSV), research federation FR2488, managed by Béatrice BECHET.

7. Nantes Métropole (NMCU), established in cours du champ de Mars 2, NANTES 44 923, France, VAT number: FR49244400404, represented for the purposes of signing this Agreement by Johanna Rolland, President of Nantes Métropole.

8. UNIVERSITET PO ARCHITEKTURA STROITELSTVO I GEODEZIJA (UASG), established in HRISTO SMIRNENSKI BLVD 1, SOFIA 1046, Bulgaria, VAT number: BG000670616, represented

for the purposes of signing this Agreement by Prof. Dr. Eng. Stoyo Todorov, Vice-rector for European integration and international relations.

9. MUNICIPALITY OF SOFIA (SOFIA MUNICIP), established in Moskovska str. 33, SOFIA 1000, Bulgaria, VAT number: BG000696327, represented for the purposes of signing this Agreement by Yordanka Fandakova, Mayor of Sofia Municipality

10. LIBERA UNIVERSITA DI LINGUE E COMUNICAZIONE IULM (IULM), established in VIA CARLO BO 1, MILANO 20143, Italy, VAT number: IT07699170960, represented for the purposes of signing this Agreement by President of IULM, prof. Giovanni Puglisi

11. FONDAZIONE GIANGIACOMO FELTRINELLI (FGF), established in VIA ROMAGNOSI 3, MILANO 20121, Italy, VAT number: IT08393970960, represented for the purposes of signing this Agreement by Carlo Feltrinelli, President of Fondazione Feltrinelli

12. COMUNE DI SIENA (COMUNE DI SIENA), established in PIAZZA DEL CAMPO 1, SIENA 53100, Italy, VAT number: IT00050800523, represented for the purposes of signing this Agreement by **position in org., name**

13. UNIVERSITEIT ANTWERPEN (UANTWERPEN), established in PRINSSTRAAT 13, ANTWERPEN 2000, Belgium, VAT number: BE0257216482, represented for the purposes of signing this Agreement by Prof. Dr. Ronny Blust, Vicerector Research

14. THE CITY OF BRUSSELS, having its principal place of business at boulevard Anspach 6, 1000 Brussels (Belgium), represented by its Board of Mayor and Aldermen, in which name are signing: Benoît Hellings, alderman, and Luc Symoens, City clerk, in execution of a decision of the City Council of [date decision]

15. UNIVERZA V NOVI GORICI (UNG), established in VIPAVSKA CESTA 13 ROZNA DOLINA, NOVA GORICA 5000, Slovenia, VAT number: SI29880068, represented for the purposes of signing this Agreement by Rector, prof. dr. Danilo Zavrtnik

16. MESTNA OBCINA NOVA GORICA (NOVA GORICA), established in TRG EDVARDA KARDELJA 1, NOVA GORICA 5000, Slovenia, VAT number: SI53055730, represented for the purposes of signing this Agreement by Mayor, dr. Klemen Miklavič

17. TEKNOLOGISK INSTITUT (DTI), established in GREGERSENSVEJ 1, TAASTRUP 2630, Denmark, VAT number: DK56976116, represented for the purposes of signing this Agreement by Vice President, Anne-Lise Høgg Lejre

18. HOJE-TAASTRUP KOMMUNE (HTK), established in BYGADEN 2, TAASTRUP 2630, Denmark, VAT number: DK19501817, represented for the purposes of signing this Agreement by head of urban regeneration, Rune Fløe Bækklund

19. SLA AS (SLA A/S), established in NJALSGADE 17 B 3, KOBENHAVN S 2300, Denmark, VAT number: DK19375773, represented for the purposes of signing this Agreement by CEO, Mette Skjold

20. CITY FACILITATORS IVS (CF), established in GAMMEL KONGEVEJ 41, KOBENHAVN 1610, Denmark, VAT number: DK37457531, represented for the purposes of signing this Agreement by CEO, Luise Noring

21. FORENINGEN IKED (IKED), established in World Trade Center (WTC), Skeppsgatan 19, 211 11, Malmö, Postal address PO Box 298, SE-201 22 Malmö, Sweden, VAT number: SE846502242701, represented for the purposes of signing this Agreement by (Prof.) Thomas Andersson, President, Föreningen IKED

22. INSTITUT D'ARQUITECTURA AVANÇADA DE CATALUNYA (IAAC), established in CARRER PUJADES 102, BARCELONA 08005, Spain, VAT number: ESG63322614, represented for the purposes of signing this Agreement by Silvia Brandi

23. TECHNISCHE HOCHSCHULE OSTWESTFALEN-LIPPE (TH OWL), established in CAMPUSALLEE 12, LEMGO 32657, Germany, VAT number: DE125650309, represented for the purposes of signing this Agreement by its president, Prof. Dr. Juergen Krahl

24. GIVE U DESIGN ART LDA (GUDA), established in MADAN PARQUE, RUA DOS INVENTORES 2825-182 CAPARICA, Portugal, VAT number: PT509027482, represented for the purposes of signing this Agreement by its partner, Susana Manuela Gomes Leonor Mateus

25. UNIVERSIDADE DE COIMBRA (UC), established in PACO DAS ESCOLAS, COIMBRA 3001 451, Portugal, VAT number: PT501617582, represented for the purposes of signing this Agreement by its Rector, Prof. Amílcar Celta Falcão Ramos Ferreira

26. NEW GROWING SYSTEMS SL (NGS), established in PARAJE EL CANADILLAR 10, PULPI ALMERIA 04640, Spain, VAT number: ESB04272175, represented for the purposes of signing this Agreement by President, Manuela Belmonte Mula

27. IRAN CHAMBER OF COMMERCE, INDUSTRIES, MINES AND AGRICULTURE (ICCIMA), established in NO. 175, TALEGHANI AVENUE, 15 KHORDAD ALLEY, TEHERAN 1583648499, Iran (Islamic Republic of), VAT number: IR411369348913, represented for the purposes of signing this Agreement by vice president, Hossein Selahvarzi.

28. CHINA SMART CITY PLANNING & DESIGN RESEARCH INSTITUTE CO (NSCJL), established in 10TH A CUIWEI RD. HAIDIAN DISTRICT 9TH SANLIHE RD. HAIDIAN DISTRICT, BEIJING 100835, China (People's Republic of), VAT number: CN911101083998274390, as 'beneficiary not receiving EU funding' (Article 9 of the Grant Agreement), represented for the purposes of signing this Agreement by legal person, Biyu WAN

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

relating to the Action entitled

Healthy corridors as drivers for regeneration of social housing neighbourhoods for the co-creation of social, environmental and marketable NBS

in short **URBiNAT**

With the reference 776783

Hereinafter referred to as the "Action"

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Healthy corridors as drivers for regeneration of social housing neighbourhoods for the co-creation of social, environmental and marketable NBS

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WHEREAS:

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 Definitions

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

1.2 Additional definitions

Accession Date - the date of the signature of the Accession Document by a Party joining the Action in accordance with the provision of the Grant Agreement and this Consortium Agreement (CA).

Accession Document - means a declaration, in the form provided for in Attachment 2 to this CA, signed by a Party in order to join the Action

Coordinator - Legal entity appointed as coordinator in accordance with Section 6 of this CA

Action Plan - the description of the Action and the related estimated costs as first defined in Annex 1 and Annex 2 of the Grant Agreement (GA) and which may be updated by the General Assembly.

Access Rights - means rights to use results or background under the terms and conditions laid down in this CA

Action Share - means, for each Party, that Party's share of the total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

Affiliated Entities are legal entities that are under the direct or indirect control of a Party, or under the same direct or indirect control as the Party, or that are directly or indirectly controlling a Party.

Background - any and all, data, information, know-how, intellectual property rights that is/are:

1. owned or controlled by a Party prior to the Effective Date; or
2. developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action.

But solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party.

Confidential Information - defined in Section 10.1 of this Consortium Agreement.

Consortium - the collaborative research grouping in relation to the Action that is constituted by the Grant Agreement.

Consortium Agreement or CA- this agreement.

Consortium Bodies - bodies which are constituted in accordance with Section 6 of this Consortium Agreement.

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

Exploitation or Exploit - direct or indirect use of Results in 1) further research activities other than those covered by the Action; or 2) in developing, creating and marketing a product, or process; or 3) in creating and providing a service; or 4) in standardization activities.

Fair and Reasonable - shall have the meaning given to **Fair and Reasonable Conditions** in the GA, namely, expressed in the terminology of this CA: “appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged” and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory.

Force Majeure - any one or more events beyond the reasonable control of the relevant Party which occur after the date of signing this Consortium Agreement, were not reasonably foreseeable at the time of the signing of this Consortium Agreement, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

Funding Authority - the body awarding the grant for the Action.

General Assembly or GenA - Consortium body established in accordance with Section 6.3.1 of this CA.

Grant Agreement or GA - written agreement with the Commission for the carrying out of the Action (reference number 776783), including any agreed amendment to such written agreement that may from time to time be in force.

Intellectual Property Rights or IPRs - patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

Linked Third Party is any legal entity which has a legal link to the beneficiary implying collaboration that is not limited to the action, as foreseen in article 14 of the GA.

Needed - means, without which the grant of such Access Rights, the executing or carrying out the Action, and/or the "Exploitation of Results", would be technically or legally impossible and:
a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the GA and this CA;
b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action may be considered as technically essential, except as otherwise agreed between the Parties.

Result(s) - defined in the Rules, meaning any tangible or intangible output of the Action, such as Healthy Corridors, URBiNAT's NBS, scientific knowledge, curated datasets, creative contents and information whatever their form or nature, whether or not they can be protected, which are generated by the Action as well as any rights attached to them, including IPRs. Such Results include copyrights and belong to the partners who have generated them.

Scientific local partners - URBiNAT partners who support scientific activities in the URBiNAT front-runner and follower cities.

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

Steering Committee - management body in the organisational structure as described in section 6 of this Consortium Agreement.

Subcontractor - any third party engaged in a contract with a Party to carry out any of the Party's tasks in relation to the Action.

SECTION 2: PURPOSE

The purpose of this Consortium Agreement (CA) is to specify with respect to the Action the relationship among Parties, in particular concerning the organisation of the work between themselves, the management of the Action and the rights and obligations of Parties concerning inter alia liability, Access Rights and dispute resolution.

This CA does not replace the Grant Agreement number 776783 signed between the European Commission and the Parties, by which provisions the Parties are obliged to abide.

SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION

3.1 Entry into force

- a) An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.
- b) This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.
- c) A new entity becomes a Party to the Consortium Agreement upon signature of the Accession Document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession Document.

3.2 Duration and termination

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

However, this CA or the participation of one or more Parties to it may be terminated:

- (a) by a non-Defaulting Party by the mutual written consent of the Parties and subject without limitation to Sections 3.3, 4.1, 7.1, 9.6.2.1 and 10.2 of this CA;
- (b) for a Defaulting Party subject and without limitation to Sections 3.3, 4.2, 7.1, 9.6.2.2 and 10.2 of this CA and
- (c) by the mutual written consent of all of the Parties on terms to be agreed. All terminations are subject to and without prejudice to the necessary consent and rights of the Funding Authority pursuant to the GA.

If the GA:

- is not signed by the Funding Authority or a Party, or
- is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

All provisions of this CA which by nature should survive the termination of this CA shall survive such termination. This shall include without limitation the provisions relating to Definitions (Section 1), Results (Section 8), Access Rights (Section 9) and Confidentiality (Section 10), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law (11.7) and Settlement of disputes (11.8) all of this CA.

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

SECTION 4: RESPONSIBILITIES OF PARTIES

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Action, 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 by them and in a manner of good faith as prescribed by Belgian applicable law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Action, any significant information, fact, problem or delay likely to affect the Action.

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

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

In the event that a Party wishes to terminate in advance its participation in the Action, the Party shall use reasonable endeavours to reach agreement on:

- 1) reallocation of the requesting Party's work and contribution in order that the aims and objectives of the Action can still be met after the proposed withdrawal, and submitting details of it to the Funding Authority; or
- 2) the drafting of a restructured Action Plan and submitting it to the Funding Authority.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Action), 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 Linked Third Parties and Affiliated Entities) in the Action remains responsible for carrying out its relevant part of the Action and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

SECTION 5: LIABILITY TOWARDS EACH OTHER

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Action, 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 Linked Third Parties or Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

5.2.1 Liability: general

Subject to the following provisions of this Section 5.2, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with the Action.

5.2.2 Excluded liabilities

To the extent permissible under applicable law and except as otherwise provided specifically below in this Section 5.2, in no event shall any Party be liable in connection with this CA or the GA for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any type of indirect, incidental, punitive, special or consequential loss or damage.

The above listed exclusions shall not apply in case any such damages were caused by a wilful act.

5.2.3 Financial limit on liability

The aggregate liability of each Party under the provisions of Section 5.2.1 to all of the other Parties collectively in respect of any and all such claims shall be limited to once that Party's Action Share, as identified in Annex 2 of the GA.^[LG1]

5.2.4 Exceeding the scope of Access Rights

For the avoidance of doubt, the exclusions and limitations stated in Sections 5.2.2 and 5.2.3 above shall not apply in respect of any infringement of the IPRs of any other Party which is the result of any activity or use of such IPRs that exceeds the scope of the Access Rights granted by

the GA or this CA, or that is not in compliance with the associated terms and conditions upon which the Access Rights have been granted.

5.2.5 Other exceptions

The exclusions and limitations stated in Sections 5.2.2 and 5.2.3 above shall not apply in so far as mandatory applicable law overrides such exclusions and limitations.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Action are not overcome within 12 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

SECTION 6: GOVERNANCE STRUCTURE

6.1 General structure

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

The **General Assembly (GA)** is the ultimate decision-making body of the consortium, composed of one representative of each Party, and a citizen committee issued from the CoP. It corresponds to the strategic level of decision. For decision-making processes, each Party is entitled to one vote, and consensus on the matter required. To reach consensus, the presence of representatives from at least two thirds of the Parties is required, and a qualified majority (two thirds of votes).

The **Steering Committee (SC)** is the executive body of the consortium, that acts at a tactical level of decision. It supervises the execution of the Action (as further detailed under 6.3.2: monitoring implementation of activities; scientific coordination; innovation, intellectual property and data management; ethics analysis; inclusion of cross-cutting dimension) and shall report to and be accountable to the General Assembly. It is composed of the Coordinator and the Work Package Leaders, as well as scientific local partners of the URBiNAT cities and the task leader responsible for international cooperation. Task leaders may be invited to participate in specific SC meetings to inform about ongoing stage of tasks. Proposals for strategic decision will be submitted to the General Assembly by the Steering Committee.

Work Package Leaders - At an operational level of decision, for each Work Package (WP), a Work Package Leader (WPL) has been appointed to monitor the activities taken within their

respective WP. The WPLs are responsible for coordinating, monitoring and assessing the progress of the work package to ensure that output performance, budget and timelines are met.

The **Coordinator** is CES, and the legal entity acting as the intermediary between the Parties and the Funding Authority, especially regarding the submission of deliverables, reports, aspects related to third-parties and the consortium. It will be responsible, in articulation with the SC, for the scientific administration and monitoring of the Action, as well as financial and legal administration, for the monitoring of the timely report of the Action progress, and for the maintenance of the communication flow within the Consortium. The coordinator will preside over consortium meetings and is bound by the decisions of the General Assembly. The Coordinator of the consortium will work closely with all Work Package Leaders within the Steering Committee to ensure appropriate and effective coordination and monitoring of the implementation of activities. The Coordinator is responsible for the overall consortium management, with a focus on support to partners in administrative matters, and performing the day-to-day business, including reporting, organisation of meetings and follow-up reports and deliverables schedules.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- should be represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy mandated to represent the Party and vote on its behalf on matters relating to the implementation of the Action;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1. According to its governance structure, URBiNAT's Consortium Bodies will meet as follows:

Project meeting	Frequency (tentative)	Chair	Agenda and available before	Adding new items to agenda	Decision procedure ¹
General Assembly (GenA) - ordinary meetings	Bi-annual	Coordinator	15 calendar days	8 calendar days	qualified majority (two thirds of votes) . presence of at least 2/3 of Parties is required.
GenA - extraordinary meetings	When deemed necessary, at any time upon written request of the SC or 1/3 of the members of the GA	Coordinator	8 calendar days	4 calendar days	qualified majority (two thirds of votes) . presence of at least 2/3 of Parties is required.

¹ 6.3.1.2 Decisions on Consortium Agreement and 6.2.3 Voting Rules and Quorum

Steering Committee (SC) - ordinary meetings	Every 2 weeks	Coordinator	3 calendar days	1 calendar days	qualified majority (two thirds of votes) . presence of at least 2/3 of Parties is required.
SC - extraordinary meetings	When deemed necessary, at any time upon written request of any member of the SC	Coordinator	2 calendar days	1 calendar day	qualified majority (two thirds of votes) . presence of at least 2/3 of Parties is required.

6.2.2.2 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

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

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

6.2.2.5 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3. below) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson (e-mail is enough). The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of the Members of that Consortium Body 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, except for accession of a new Party where unanimous vote is required.

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 Member may veto such a decision during the meeting only.

6.2.4.3 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 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4 When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification 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 its Members.

6.2.4.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written 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. This does not apply to the specific operational procedures of the Steering Committee, which require a quicker flow of communication, and are described in section 6.3.2.2.

6.2.5.2 Each Member of a Consortium Body that has attended the meeting, shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson (e-mail is enough) with respect to the accuracy of the draft of the minutes. This does not apply to the specific operational procedures of the Steering Committee, which require a quicker flow of communication, and are described in section 6.3.2.2.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party and citizen committee issued from the CoP (hereinafter General Assembly Member), as described in article 6.1.

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 to submit 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 Steering Committee that fall under the scope of the issues listed below shall also be considered and decided upon by the General Assembly.

The following decisions can only be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for the review and/or amendment of the terms of the Grant Agreement;
- Changes to the Action Plan;
- Proposals made by the Steering Committee for the allocation of the Action's budget in accordance with the Grant Agreement, and review and propose budget reallocations to the Parties;
- Proposal for modifications or withdrawals to Attachment 1 (Background Included, as applicable)
- Additions to Attachment 3 (List of Linked Third Parties for simplified transfer according to Section 8.3.2)

Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party;
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement;
- Declaration, remedies and termination of a Defaulting Party;
- Proposal to the Funding Authority for a change of the Coordinator if made a Defaulting Party;
- Proposal to the Funding Authority for suspension of all or part of the Action;
- Proposal to the Funding Authority for termination of the Action and the Consortium Agreement.

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and all Work Package Leaders, as well as scientific local partners of the URBiNAT cities and the task leader responsible for international cooperation. Task leaders may be invited to participate to inform about ongoing stage of tasks.

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

6.3.2.2 Meetings, reports, information and consultations

6.3.2.2.1 Face-to-face meetings and/or conference calls will be organized on a regular basis, tentatively once every two weeks, or according to any urgent issue requiring immediate solution and decision.

6.3.2.2.2 The Coordinator shall produce written 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 3 calendar days of the meeting. The minutes are approved at the following meeting.

6.3.2.2.3 Specific reporting and consultations procedures enable that at all levels of management the views and recommendations of partners, stakeholders and citizens of the concerned areas/neighbourhoods are considered: General Assembly composed of partners' representatives and citizen committee issued from the CoP; invitation of representatives of the European Commission on the occasion the General Assembly's meetings.

The Steering Committee reports quarterly to the General Assembly on developments, progress and results of activities.

Proposals for decision will be submitted to the General Assembly by the Steering Committee. The Steering Committee will report on ethics issues to the General Assembly in its quarterly reports, and to the European Commission in its periodic and final reports. It will also have to analyse and report on ethics issues if required by any partner.

The Steering Committee shares the Action's progress and results with the CoP in an annual conference to be organized in partnership with Living Labs.

Throughout the Action, the Steering Committee will have the opportunity to be advised by external experts' advisory boards, through consultations to and recommendations from: Scientific Commission, Multi-stakeholder Advisory Board, Ethics Commission.

In addition to the support of the Ethics Commission, the Steering Committee will have the opportunity to be supported and advised by the Ethics Committee at CES.

6.3.2.3 Tasks

6.3.2.3.1 The work of the Steering Committee is divided into task forces: coordination of WP activities; scientific coordination; management of innovation, Intellectual Property Rights and

data management; ethics analysis; cross-cutting dimensions (human rights and gender; international cooperation).

Task leaders will also be invited to join Steering Committee meetings when relevant, and according to the task force.

6.3.2.3.2 - Task force 1 - Coordinating and monitoring the implementation of activities

The Steering Committee will be responsible for the definition of workflow and standard quality procedures, including regulations, documentation, methods and tools that will ensure activity coordination and monitoring.

The Steering Committee will also be responsible for ensuring that all members adopt the ethical measures to protect the researchers and technicians involved in fieldwork activities and vulnerable populations, including measures to minimise the risk of stigmatisation, appropriate guidelines and training.

The guidelines and procedures drafted, and the tools designed under WP5 for data collection and management, monitoring and evaluation, and research production will be discussed within the Steering Committee, and finalized accordingly. The same applies to plans and tools developed under WP6 for dissemination and communication, including follow-up through a communication panel of WP leaders mobilized by the communication team of WP6.

The Steering Committee will also oversee the work planning of each work package, ensuring that the objectives of the Action are achieved on time and to budget, through the review of planning and monitoring of each work package by peer WP leaders. In case of any deviation from the plan, appropriate corrective actions will be determined by the Steering Committee and implemented by the participants of the corresponding work package. This process of work planning also enables coordination of cross work package cooperation.

6.3.2.3.3 - Task force 2 - Scientific coordination

The Steering Committee will ensure the quality of the involvement of social sciences and humanities. Prior to the implementation of all work packages, the Steering Committee will discuss and harmonize concepts and methodologies to be applied to the Action as a whole and specifically to each work package.

6.3.2.3.4 - Task force 3 - Innovation, IPR and data management

The annual, mid and final reviews conducted by the Steering Committee will pay special attention to innovation. Innovative features will be compiled and analysed on the basis of consultations to the Scientific Commission and to the Multi-Stakeholders' Advisory Board.

The Steering Committee will report to the General Assembly on the cases which would require IPR protection and derogation to open access principles.

Data management activities will follow the plan to be delivered by the Steering Committee in the first 6 months of the Action.

6.3.2.3.5 - Task force 4 - Ethics analysis

The Steering Committee will continuously monitor all aspects of the Action and identify issues that may require additional attention. It will provide social, ethics and legal guidelines,

recommendations, methods and procedures to be adopted throughout the Action and for future reference, including those related to the participation of vulnerable groups and children in activities, guidelines for dealing with risks in field work, as well as incidental findings.

6.3.2.3.5 - Task force 5 - Inclusion of cross cutting dimensions: human rights and gender, international cooperation

Human rights and gender are dimensions that will be applied to planning, implementation and evaluation of activities. Beyond this cross-cutting approach for the coordination and monitoring activities, the Steering Committee will compile and analyse human rights and gender issues on the basis of consultations to the Scientific Commission, Ethics Commission and to the Multi-stakeholder' Advisory Board.

The Steering Committee will also promote and address international cooperation, with a specific emphasis on non-EU partners, namely within the CoP (annual conference) and the cluster "NBS for inclusive urban regeneration" of 2017 successful applicants (annual meeting). Both interactions will contribute to the international dissemination of the Action and its results.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- transmitting documents and information connected with the Action to Parties concerned;
- ensuring that a non-disclosure agreement is signed by External Experts Advisory Boards members, and that its terms are not less stringent than those stipulated in this CA;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7 of this CA;
- verifying whether the Parties identified in the GA complete the necessary formalities for accession to the GA in accordance with the GA;
- 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;
- forwarding to the Funding Authority issues leading to a contractual change;

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

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

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

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

SECTION 7: FINANCIAL PROVISIONS

7.1 General principles

7.1.1 Distribution of financial contribution

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

- the Action Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying costs

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

7.1.3 Funding principles

A Party that spends less than its allocated share of the budget as set out in the Action Plan and in Annex 2 of the GA or – in case of reimbursement via unit costs - implements less units than foreseen in the Action Plan and in Annex 2 of the GA will be funded in accordance with its actual duly justified eligible costs only.

7.1.4 Return of excess payments; receipts

7.1.4.1 In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

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

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a

Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

The budget set out in Annex 2 of the Grant Agreement shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive 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 **Funding Authority's** financial contribution to the Action separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Action receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

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

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

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

SECTION 8: RESULTS

Results foreseen in Annex I to the Grant Agreement (outputs) are owned by the Party whose employee(s) generated such Results. All partners are entitled to use those results for research purposes, although abiding by the rules set out below concerning commercial use and ownership and attribution.

8.1.1 Non-Commercial use of Results

URBiNAT has adopted a broad open access and open data strategy, as well as an ethical principle of responsible and sustainable use of the Results of the Action (cf. Annex I to the Grant Agreement). Hence, the Results of the Action are not primarily intended for or directed towards commercial advantage or monetary compensation. Beneficiaries must favour a non-commercial use of the results.

Results that are part of the core Action Plan (outputs set out in Annex I to the GA) may be used by individuals, institutions, governments, corporations or other profit or non-profit business models (including the URBiNAT partners), as long as the use itself is not a commercialization of the Results or directly intended to generate sales or profit.

Only complementary goods and services may be commercially exploited. Incidental changes to recover reasonable reproduction and distribution costs may be permitted.

8.1.2 Exceptions to Non-Commercial use of Results

According to article 28.1 of the Grant Agreement the commercial use of results by Parties is possible after the end of the Action. A written agreement will be settled between the parties which will determine the terms in which attribution of ownership will be applicable.

The commercial use by the owning Party of data, information, know-how, intellectual property rights included in the Background as originally contributed to the Action, *i.e.* in their unaltered state, previous to any eventual introduction into the Action, is free.

The commercial use of Results by Parties may take place, including before the end of the Action, when, cumulatively:

- 1) Results concern products that are not a part of the core Action Plan (outputs set out in Annex I to the GA), but incidental results emerging from implementation processes;
- 2) The development of such products has not relied exclusively on the Grant awarded by the Funding Authority, but has benefited from resources and/or financial contributions provided by the beneficiary(ies) beyond the scope of this GA;
- 3) Such products are included in the Background and other Parties granted Access Rights over them during the exclusively for the purpose of implementing the action throughout its implementation period;
- 4) The commercialization of such products does not impair the replicability of the Healthy Corridor model that URBiNAT is proposing, implementing and testing.

8.2 Ownership and attribution of results

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated.

Any use of Results for Dissemination or Exploitation purposes shall give appropriate credit to the Party whose employee(s) generated such Results and to the Action under which Results have been generated.

In accordance with the first paragraph of Article 26.2 of the Grant Agreement, two or more Parties shall own Results jointly if:

- (a) they have jointly generated them; and
- (b) it is not possible to:

- (i) establish the respective contribution of each beneficiary, or
- (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under the Grant Agreement. It is understood that in any case the Parties may not make arrangements in disagreement with the GA and that any 'joint ownership agreement' shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to Disseminate Results that are granted to the other Parties and any other third party in the GA and/or this CA.

If no agreement is made, then the result will be shared as defined below in this Section 8.2.

Each joint owner shall have an equal, undivided interest in the joint Result as well as in and to resulting Intellectual Property Rights in all countries, unless otherwise provided in this Section 8.2.

Each of the joint owners shall be entitled to exploit the jointly owned Result, and shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- (a) at least 45 calendar 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)."

Each joint owner of Intellectual Property Rights protecting such jointly owned Result shall have the right to bring an action for infringement of any such jointly owned Intellectual Property Rights only with the consent of the other joint owner(s). Such consent may only be withheld by another joint owner who demonstrates that the proposed infringement action would be prejudicial to its commercial interests.

Following generation of a joint Result, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing application(s) for Intellectual Property Rights in such joint Result, including the decision as to which Party is to be entrusted with the preparation, filing and prosecution of such application(s) and in which countries of the world such application(s) for Intellectual Property Rights are to be filed. The filing of any application(s) for Intellectual Property Rights on joint Results shall require mutual agreement between the Parties. Save as otherwise explicitly provided herein, all costs related to application(s) for Intellectual Property Rights in joint Results and Intellectual Property Rights resulting from such joint application(s) shall be shared between the joint owners according to ownership shares.

8.3 Transfer of Results

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

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

8.3.3 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 will not be affected by such transfer.

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

8.3.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of any one Party's assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for that Party to give the full 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, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1 During the Action and for the period of time as stated in section 10.2 of this CA, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator (e-mail is enough) 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;
- (b) the proposed publication includes Confidential Information of the objecting Party;
- (c) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.'

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

8.4.2.3 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.

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.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

The mere absence of an objection according to Section 8.4.1 of this CA is not considered as an approval.

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results, 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.

SECTION 9: ACCESS RIGHTS

9.1 Background included

9.1.1 Each Party identifies in Attachment 1 references to its Background to which it will grant Access Rights for the implementation of the Action or Exploitation of any Results. In addition, each Party may, during the term of the Action, add into Attachment 1 a reference to any of its Background not yet so listed.

9.1.2 Notwithstanding anything else in this CA, there shall be no obligation to grant, and no right to be granted, Access Rights to any Background that is not listed as included in Attachment 1 to this CA.

9.1.3 Notwithstanding anything else in this CA, the following shall apply:

- a) If Background includes all or part of a commercially available product of a Party or of a third party, this must be clearly indicated in Attachment 1. The terms and provisions governing the access to and use of such commercially available product shall be the prevailing terms.
- b) If the terms under the GA and/or this CA regarding Access Rights to Background are in conflict with the terms of a pre-existing agreement between the owning Party and a Party or a third party, the terms and provisions of the pre-existing agreement shall be the prevailing terms.
- c) If Background is or at any time becomes essential to a standard adopted by a standard setting body, the terms and provisions governing the access to such Background via the standard shall be the prevailing terms.

9.2 General principles

9.2.1 Subject to Section 9.1 of this CA and as provided in Article 25 (Access Rights to background) of the Grant Agreement, Parties shall use reasonable efforts to inform each other before signature of the CA of any limitation affecting the granting of Access Rights to their Background. Parties also shall inform each other as soon as possible of any other restriction which might substantially affect the granting of Access Rights. If the General Assembly

considers that the restrictions mentioned in Section 9.1 of this CA have such significant impact, and such restrictions are not foreseen in the Action Plan, it may decide to update the Action Plan accordingly.

9.2.2 Save in exceptional circumstances, the granting of Access Rights shall be free of any administrative transfer costs. Any and all Access Rights granted under this CA shall be granted on a non-exclusive and worldwide basis, unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

9.2.3 Any requests for receiving Access Rights to be granted under this CA shall be made within twelve months after the period of the Action set out in Article 3 of the Grant Agreement, unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

9.2.4 Results and/or Background shall be used by the non-owning Party only for the purposes for which Access Rights to such Results and/or such Background have been granted and are subject to the conditions set forth in this CA.

9.2.5 As far as not deemed granted, including without limitation by means of this Agreement, and unless stated otherwise in this CA, all requests for Access Rights shall be made in writing.

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

9.2.7 Linked Third Parties and Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4, if they are identified in Attachment 4 (Identified Linked Third Parties and Affiliated Entities) to this CA. Accession rights are subject to the continuation of the Access Rights of the Party to which it is linked or affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Linked Third Parties and Affiliated Entities which obtain Access Rights are under the obligations set out for the Parties, including confidentiality.

Access Rights may be refused to Linked Third Parties and/or Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results. Upon cessation of the status as a Linked Third Party or Affiliated Entity, any Access Rights granted to such former Linked Third Party or Affiliated Entity shall lapse. Further arrangements with Linked Third Parties or Affiliated Entities may be negotiated in separate agreements.

9.2.8 Employees' Rights

In addition to the obligations pursuant to the GA, each Party shall, to the fullest extent it can lawfully do so, ensure that it can grant Access Rights and fulfil the obligations under the GA and this CA notwithstanding any rights of its employees or Subcontractors in Results so created.

9.3 Access rights for implementation

Access Rights to Results and Background Needed for the implementation of the Action are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the GA entering into force, on a royalty-free basis to and by all

Parties, and shall either terminate automatically upon completion of the Action or upon termination of a Party's participation in accordance with Section 9, 9.2 of this CA.

9.4 Access rights for exploitation

9.4.1 Access Rights to Results

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

Access Rights to Results for any other Exploitation shall be granted on Fair and Reasonable Conditions subject to the following:

- a. The Party requiring the grant of such Access Rights (the "Requesting Party") shall make a written request to the Party (the "Granting Party") from which it requires the Access Rights.
- b. The written request shall identify the Results concerned.
- c. Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Requesting Party and shall not be otherwise deemed granted.

Fair and Reasonable Conditions to the potential benefit of the Requesting Party refer to the fact that such Party and the Granting Party have collaborated in the Action to their mutual benefit. Parties of an Action shall be offered conditions ensuring fair compensation and standard transfer agreement terms to the Granting Party.

9.4.2 Access Rights to Background

If Needed for Exploitation of Results, as demonstrated to the satisfaction of the Party owning or controlling such Background shall be granted on Fair and Reasonable Conditions to be negotiated in good faith between the concerned Parties.

9.4.3 Access Rights to all Results – Third Party

Access Rights to Results other than those concerned in section 8.1.2 are hereby requested and deemed granted on a royalty-free basis, by all Parties to any Third Party for any Non Commercial Use, as of the date of the Result arising, for the lifetime of the relevant Result.

Access Rights to Results other than those concerned in section 8.1.2 may be granted by all Parties to any Third Party for Commercial Uses only if the license imposes the requirement that open access and open data or other freedoms regarding the original work must be granted on exactly the same or compatible terms in any derived work.

9.5 Additional Access Rights

For the avoidance of doubt, any grant of Access Rights not covered by the GA or this CA shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be negotiated and ultimately agreed between the owning and a receiving Party(ies) or Third Linked Party(ies).

9.6 Access rights for Parties entering or leaving the Consortium

9.6.1 New Parties entering the Consortium

As regards to Results generated by any Party before the Accession Date of a new Party, said new Party will be granted Access Rights to such Results as of the Accession Date by said new Party under the same terms and condition as any other Party to this CA.

Access Rights to Results generated before the Accession Date of the new Party shall be granted to said new Party as if such Results were Background and under the terms and conditions associated to Background as set forth under Sections 9.3 and 9.4.2 of this CA.

The new Party is hereby deemed a third party in respect of any Confidential Information disclosed by a Party with respect to whom this CA has been terminated for any reasons other than any breach of such Party's obligations under this CA, at an effective date prior to the Accession Date of said new Party, unless otherwise provided in writing by the Party with respect to whom this CA has been terminated.

9.6.2 Parties leaving the Consortium

9.6.2.1 Access Rights granted to a leaving Non-Defaulting Party

The obligations contained in this CA on Access Rights to Results and Background Needed for the Exploitation of a Party's Results, granted or to be granted by Parties shall apply in respect of a leaving Party up to and until the effective date of the termination of such leaving Party's participation in this CA shall continue in effect.

Notwithstanding anything to the contrary in this CA, a leaving Party is entitled to request Access Rights for Exploitation of its Results under the terms set forth in this CA up to one year following termination of such leaving Party's participation in the Action.

9.6.2.2 Access Rights granted to a leaving Defaulting Party

Any and all 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.

A Defaulting Party shall continue to grant Access Rights pursuant to the GA and this CA in respect of its Background; and Results existing at the time of such termination as prescribed in the present CA.

A Defaulting Party shall immediately return any and all other Party's materials, equipment, and any other element that can be requested by a Party (including without limitation Confidential Information capable of being returned) in its possession at its own cost.

9.7 Specific provisions for access rights to software

9.10.1 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 of this CA are applicable also to Software as far as not modified by this Section 9.10.

9.10.2 Access Rights to Software which are Background - Scope

Access Rights to Software which are Background shall comprise:

- a) Access to the Object Code; and

- b) where normal use of such an Object Code requires an API, Access to the Object Code and such an API; and
- c) if a Party can show that the execution of its tasks under the Action is technically impossible without Access to the Source Code, Access to the Source Code to the extent Needed.

9.10.2.1 No Access Rights to any Software Background shall include the right to sub-licence such Background upon Controlled Licence Terms unless agreed expressly in writing by the Party granting the Access Rights.

9.10.3 Access Rights to Software which are Results - Scope

Access Rights to Software which are Results shall comprise:

- a) Access to the Source Code; and
- b) Access to the Object Code; and
- c) where the use of such an Object Code requires an API, Access to the Object Code and such an API.

9.10.3.1 Access Rights to Software which are Results for Exploitation

Access Rights to Software which are Results are hereby requested and deemed granted on a royalty-free basis, by all Parties to any Party or Third Party for any Non Commercial Use, as of the date of the Result arising, for the lifetime of the relevant Result. Such Access shall comprise the right:

- a) to run the Software for any Non-Commercial Use; and
- b) to study the Software works and to modify it; and
- c) to redistribute of copies of Software; and
- d) to distribute copies of Derivative Software.

9.10.3.2 Access Rights to Derivative Software for Exploitation

Where a Party or a Third Party generates and distributes copies of Derivative Software, it shall grant to any other Party and Third Party the right:

- a) to run the Software for any Non-Commercial Use; and
- b) to study the Software works and to modify it and to create Derivative Software; and
- c) to redistribute of copies of Software; and
- d) to distribute copies of Derivative Software.

For the sake of clarity, Access Rights to Derivative Software shall grant Access to Source Code, Object Code and API, extending to Derivative Software the provisions established in 9.10.3.1. For the sake of clarity, a Party or Third Party who creates Derivate Software must distribute the work under the same license as the original, namely under the provisions established in 9.10.3.1. and prohibiting its commercial use.

9.10.4. Software Licenses and Terms of Use for Any Kind of Deployment

Notwithstanding the content of the Section 9.10, the adoption of specific measures that will affect IPR related to Software which are Results, including Patents, Licenses and Terms of Use in any kind of Software deployment, shall be discussed and approved formally by the General Assembly.

SECTION 10: NON-DISCLOSURE OF INFORMATION

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “**Disclosing Party**”) to any other Party (the “**Recipient**”) in connection with the Action during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 30 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “**Confidential Information**”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Action, or after a Party terminates its participation in the GA:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information without the prior written consent by the Disclosing Party wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- c) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care);
- d) to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities and Subcontractors shall take place on a strict need-to-know basis; and
- e) to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of ongoing obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Action and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Action 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:

- a) the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- c) 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 confidence to the Disclosing Party;
- d) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- e) the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence to the Disclosing Party; or

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

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

i) notify the Disclosing Party, and

ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 Notwithstanding any provision of article 5.1 of this Consortium Agreement, the Parties agree to make their best efforts in order to avoid that any Background, Results, Confidential Information and/or any and all data and/or information that is provided, disclosed or otherwise made available between the Parties during the implementation of the Action and/or for any Exploitation activities ("Shared Information"), include personal data as defined by Article 2, Section (a) of the Data Protection Directive (95/46/EEC) (hereinafter referred to as "Personal Data"), except when the following conditions are verified:

- the procedures and means of personal data processing as well as any access granted to other Party or Third Party is explicitly described in an Information Sheet (hereinafter referred to as "Information Sheet") made available to personal data providers before the collection of personal data; and

- personal data providers must explicitly agree with the content of such Information Sheet by giving an informed consent; and

- Personal Data are processed solely for the purposes and according to the procedure described in the Information Sheet.

Accordingly, the Parties agree that they will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties. Should any Party come into contact with Personal Data during the implementation of the Action and/or during any Exploitation activities ("Recipient of Personal Data") which has been provided, disclosed or otherwise made available by any other Party ("Provider of Personal Data"), then such Provider of Personal Data hereby instructs the Recipient of Personal Data to de-identify such information on the Provider of Personal Data's and/or its Affiliated Entities' behalf and authorises Recipient of Personal Data to process the information containing Personal Data in accordance with such Provider of Personal Data's and/or its Affiliated Entities' obligations as data processor(s), and Recipient of Personal Data undertakes to keep the Shared Information containing Personal Data confidential and secure until the information has been de-identified; all under and in accordance with applicable data protection laws.

SECTION 11: MISCELLANEOUS

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3)
Attachment 4 (Identified Linked Third Parties and Affiliated Parties)

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

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

11.3 Notices and other communication

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

(a) Formal notices: If it is required in this Consortium Agreement (Sections 4.2, 9.6.2., and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

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

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

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 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

11.8.1 The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this CA has been possible to achieve, after the Parties' reasonable endeavour to settle such dispute(s) amicably, the provisions of Section 11.8.2 of this CA shall be applicable to any such dispute's settlement.

11.8.2 Arbitration of the International Chamber of Commerce

All disputes directly arising under this CA (other than disputes relating to the infringement and/or validity of IPR which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

SECTION 12: SIGNATURES

AS WITNESS:

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

Action acronym: URBiNAT

Action full title: Healthy corridors as drivers for regeneration of social housing neighbourhoods through co-creation of social, environmental and marketable NBS

[NAME OF PARTY]

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background included

As to CNRS it is agreed between the Parties that, to the best of their knowledge representing the status at the time of this CA			
Describe Background included	Specific limitations and/or conditions for implementation (Article 25.2 of the Grant Agreement) (if any)	Specific limitations and/or conditions for Exploitation (Article 25.3 of the Grant Agreement) (if any)	Specific limitations and/or conditions for Exploitation (Article 25.4 of the Grant Agreement) (if any)
...data collected from soil analyses regarding soil quality at various locations of the study area (Quartier Nord de Nantes) (Eglantiers and Angle Chaillou allotment gardens)	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval
... implementation process of soil management in Eglantiers allotment garden including a phytoremediation experimentation	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval	Given the existence of third parties rights on such Background, any use for any purpose whatsoever is subject to CNRS prior approval

Attachment 2: Accession document

DECLARATION OF ACCESSION

of a new Party to

URBiNAT

GA No 776783 Dated [INSERT DATE]

CA, dated [INSERT DATE]

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

Hereby consents to become a Party to the CA identified above and accepts all the rights and obligations of a Party starting [date] the Accession 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)

Attachment 4: Identified Linked Third Parties and Affiliated Entities according to Section 9.5

IFFSTAR, established in [BOULEVARD ISAAC NEWTON 14 CITE DESCARTES 14-20, 77447, MARNE LA VALLEE CEDEX 2 (FR)], France, VAT number: [FR95130013428],

Agro Ouest, established in [RUE DE SAINT BRIEUC 65 CS 84215, 35042, RENNES (FR)], France, VAT number: [FR24130005127],

Université Nantes, established in [QUAI DE TOURVILLE 1 13522, 44035, 1, NANTES CEDEX 1 (FR)], France, VAT number: [FR66194409843],

Ville de Nantes, established in [3 RUE DE L'HOTEL DE VILLE 000, 44000, CEDEX 1, NANTES (FR)], France, VAT number: [xxx],

LCC, established in [DANESHJOO SQ, 000, 6818663340, KHORRAMABAD (IR)], Iran, VAT number: [xxx],