

ARPA
Agenzia Regionale per la Prevenzione e l'Ambiente
dell'Emilia - Romagna

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Atti amministrativi

Deliberazione del Direttore Generale n. DEL-2012-82 del 21/12/2012

Oggetto Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del Progetto FP7-ENV-2012-308438- Enhancing risk management partnerships for catastrophic natural disasters in Europe (ENHANCE).

Proposta n. PDEL-2012-78 del 12/12/2012

Struttura proponente Servizio Idro-Meteo-Clima

Dirigente proponente Cacciamani Carlo

Responsabile del procedimento Pecora Silvano

Questo giorno 21 (ventuno) dicembre 2012 (duemiladodici), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Prof. Stefano Tibaldi, delibera quanto segue.

Oggetto: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del Progetto FP7-ENV-2012-308438- Enhancing risk management partnerships for catastrophic natural disasters in Europe (ENHANCE).

PREMESSO:

- che il Settimo Programma Quadro per la ricerca e lo sviluppo tecnologico (Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities - FP7) è il principale strumento con cui l'Unione Europea finanzia e mira ad incentivare la ricerca in Europa;
- che il Settimo Programma Quadro comprende cinque programmi specifici così definiti: Cooperazione, Idee, Persone, Capacità, Ricerca Nucleare, a loro volta articolati in aree tematiche;
- che i temi relativi all'ambiente inclusi nei programmi afferenti al Settimo Programma Quadro per la ricerca e lo sviluppo tecnologico (FP7) sono di rilevante interesse per Arpa Emilia-Romagna;
- che una delle principali aree tematiche in cui si articola il programma denominato "Cooperazione" è quella denominata Ambiente (incluso il cambiamento climatico);

PRESO ATTO:

- che l'accesso alle opportunità finanziarie previste dal Settimo Programma Quadro per la ricerca e lo sviluppo tecnologico avviene attraverso una selezione a seguito della presentazione di progetti in base all'emanazione di bandi;
- che la partecipazione a progetti avviene in forma di partner capofila con compiti di coordinamento, partner, parte terza e subfornitore;
- che nel corso del 2011 è stata avviata la procedura per la selezione di progetti nell'ambito del programma Cooperazione con il bando FP7-ENV-2012 a due fasi;

VERIFICATO:

- che Arpa Emilia-Romagna ha partecipato al suddetto bando in qualità di partner del Progetto "Enhancing risk management partnerships for catastrophic natural disasters in Europe" acronimo ENHANCE, presentato da Stichting VU VUM in qualità di partner capofila;
- che il Progetto ha ricevuto una valutazione positiva da parte della Comunità Europea e, successivamente alla fase di negoziazione, è stato definitivamente approvato;
- che il contratto di sovvenzione (Grant Agreement n. 308438) per la realizzazione del Progetto ENHANCE è stato firmato dal partner capofila e dalla Commissione Europea;

CONSIDERATO:

- che il Progetto ENHANCE ha durata quadriennale a decorrere dal 1° dicembre 2012;
- che l'obiettivo principale del Progetto ENHANCE è migliorare la resilienza della società alla pericolosità delle catastrofi naturali, sviluppando scenari e informazioni sui rischi naturali in stretta collaborazione con i portatori di interesse, cercando di attivare collaborazioni anche internazionali per la gestione del rischio multisettoriale (multi-sector risk management partnerships - MSP);
- che il Servizio Idro-Meteo-Clima parteciperà alla realizzazione del WP7 Case Studies on MSPs and natural hazards che prevede, tra l'altro, anche l'approfondimento di case studies relativi ad eventi estremi occorsi e/o simulati nel bacino del Po;
- che per la realizzazione del Progetto saranno sostenuti da Arpa complessivamente costi per Euro 130.000,00 così articolati:
Costi di personale: Euro 75.000,00;
Trasferte: Euro 6.250,00;
Costi indiretti: Euro 48.750,00;
- che dal finanziamento per la partecipazione al Progetto deriverà per Arpa un'entrata pari a Euro 97.500,00;
- che tale contributo sarà utilizzato da Arpa nel rispetto delle norme contenute nei Regolamenti dell'Unione Europea;

RITENUTO:

- che la partecipazione al Progetto ENHANCE rappresenti per Arpa una opportunità di migliorare i propri strumenti previsionali, consentendo l'accesso a tecniche avanzate nel settore della gestione del rischio, permettendo di verificare e migliorare la qualità della propria modellistica idrologica, perfezionando altresì, attraverso il contatto e lo scambio di esperienze con altri centri internazionali e di ricerca, la competenza del proprio personale tecnico;
- di prendere atto dell'ammissione a finanziamento del Progetto ENHANCE, di cui Arpa Emilia-Romagna è partner;
- che il Servizio Idro-Meteo-Clima possa fornire competenze e risorse nell'ambito di tale Progetto, che risulta di estremo interesse per l'Agenzia;
- opportuno che Arpa partecipi al Progetto "Enhancing risk management partnerships for catastrophic natural disasters in Europe" acronimo ENHANCE;
- di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto ENHANCE, nei confronti del partner capofila del Progetto, in

particolare sottoscrivendo apposito accordo finalizzato a disciplinare la collaborazione tra i partner nell'ambito del Progetto, il cui schema si allega al presente atto sub A) quale parte integrante e sostanziale;

- di delegare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;
- di delegare all'Ing. Silvano Pecora, Responsabile dell'Area Idrografia e Idrologia del Servizio Idro-Meteo-Clima, la responsabilità del Progetto ENHANCE;

DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dal Servizio Idro-Meteo-Clima;
- che il Servizio Idro-Meteo-Clima potrà, nell'arco della durata del Progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i relativi Direttori in merito al monte ore previsto per l'impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

SU PROPOSTA:

- del Direttore del Servizio Idro-Meteo-Clima Dott. Carlo Cacciamani, il quale ha espresso il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

RICHIAMATA:

- la D.D.G. n. 59 del 26/09/2012 avente ad oggetto "Direzione Generale. Assunzione ad interim da parte del Direttore Generale dell'incarico di Direttore Tecnico di Arpa Emilia-Romagna";

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile dell'Area Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento per il Decentramento amministrativo approvato con D.D.G. n. 65 del 27/09/2010;
- del parere favorevole espresso dal Direttore Amministrativo Dott.ssa Massimiliana Razzaboni reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il responsabile del procedimento è l'Ing. Silvano Pecora, Responsabile dell'Area Idrografia e Idrologia del Servizio Idro-Meteo-Clima;

DELIBERA

1. di prendere atto dell'approvazione, da parte della Commissione Europea, del Progetto

FP7-ENV-2012-308438- Enhancing risk management partnerships for catastrophic natural disasters in Europe (ENHANCE);

2. di dare atto che Arpa Emilia-Romagna riveste il ruolo di partner nell'ambito del Progetto di cui è partner capofila con compiti di coordinamento il Stichting VU VUM;
3. di dare atto che il Progetto di cui trattasi ha durata di mesi 48 a partire dall'1/12/2012 e pertanto si concluderà il 30/11/2016;
4. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel Progetto ENHANCE da parte di Arpa è pari ad Euro 130.000,00, coperto fino all'importo massimo di Euro 97.500,00 dal contributo della Commissione Europea e per il rimanente attraverso finanziamento proprio, come stabilito dalla vigente normativa;
5. di dare atto che, per Arpa Emilia-Romagna, il soggetto competente all'attuazione e alla gestione del Progetto ENHANCE è il Servizio Idro-Meteo-Clima;
6. di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto ENHANCE nei confronti di Stichting VU VUM, coordinatore del Progetto, in particolare sottoscrivendo un accordo finalizzato a disciplinare la collaborazione tra i partner del Progetto e il cui schema è allegato al presente atto sub A) quale parte integrante e sostanziale;
7. di delegare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
8. di delegare all'Ing. Silvano Pecora, Responsabile dell'Area Idrografia e Idrologia del Servizio Idro-Meteo-Clima, la responsabilità del Progetto FP7-ENV-2012-308438- Enhancing risk management partnerships for catastrophic natural disasters in Europe (ENHANCE);
9. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpa - Servizio Idro-Meteo-Clima al Progetto:
 - Carlo Cacciamani, con funzione di coordinamento generale della partecipazione di Arpa al Progetto;
 - Silvano Pecora, con funzione di coordinamento tecnico della partecipazione di Arpa al Progetto;
 - Agnetti Alberto, Tonelli Fabrizio, Alessandrini Cinzia, Mauro Del Longo, Giuseppe Ricciardi e Enrica Zenoni con funzioni di supporto tecnico nella modellistica idrologica e nell'applicazione a case studies;
 - Barbara Ramponi con funzione di referente amministrativo e finanziario per la

gestione del Progetto;

- Lucia Pirro, collaboratore amministrativo per la rendicontazione dei costi del Progetto.

PARERE: FAVOREVOLE

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Prof. Stefano Tibaldi)

Draft Consortium Agreement

For a Collaborative Project under the
European Commission 7th Framework Programme

Project full title

**ENHANCING RISK MANAGEMENT PARTNERSHIPS FOR
CATASTROPHIC NATURAL DISASTERS IN EUROPE**

Project Acronym

ENHANCE

Coordinator



THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF 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 and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-GA, and is made on December 1, 2012 hereinafter referred to as "Effective Date"

BETWEEN:

- 1 Stichting VU-VUmc, hereinafter referred to as the Coordinator or VUA.
- 2 Fondazione Eni Enrico Mattei, hereinafter referred to as FEEM
- 3 Helmholtz Zentrum Geesthacht Zentrum fuer Material und Kuestenforschung, hereinafter referred to as HZG
- 4 Internationales Institut fuer Angewandte Systemanalyse, hereinafter referred to as IIASA
5. London School of Economics and Political Science, hereinafter referred to as LSE
- 6 United Nations International Strategy for Disaster Reduction, hereinafter referred to as UNISDR
- 7 Université Catholique de Louvain, hereinafter referred to as UCL
- 8 European Business and Innovation Centre Network, hereinafter referred to as EBN
- 9 Universidad Politècnica de València, hereinafter referred to as UPVLC
- 10 The Chancellor, Masters and Scholars of the University of Oxford, hereinafter referred to as UOXF
- 11 HKV Lijn in Water, hereinafter referred to as HKV
- 12 Joint Research Centre, hereinafter referred to as JRC
- 13 Instituto Superior de Agronomia , hereinafter referred to as ISA-CEABN
- 14 Academia de Studii Economice din Bucureşti, hereinafter referred to as ASE
- 15 Háskóli Íslands, hereinafter referred to as HI
- 16 Universitaet Potsdam, hereinafter referred to as UP
- 17 The Chancellor, Masters and Scholars of the University of Cambridge (Climatewise), hereinafter referred to as UCAM
- 18 Willis Limited, hereinafter referred to as WIL
- 19 Empresa Mixta Valenciana de Aguas, hereinafter referred to as ADV
- 20 OpenTrack Railway Technology GmbH, hereinafter referred to as ORT
- 21 Perspectives GmbH, hereinafter referred to as PCC
- 22 Agenzia Regionale Prevenzione e Ambiente Dell'Emilia-Romagna, hereinafter referred to as ARPA ER
- 23 Wadden Sea Forum e.V., hereinafter referred to as WSF
- 24 Metacortex, Consultaria e Modelacao de Recursos Naturais SA, hereinafter referred to As MC

Hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the Project entitled:

ENHANCING RISK MANAGEMENT PARTNERSHIPS FOR CATASTROPHIC NATURAL DISASTERS IN EUROPE

in short

ENHANCE

hereinafter referred to as "Project".

WHEREAS:

The Parties, having 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 of the EC-GA. The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium 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 without the need to replicate said terms herein.

1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the work detailed in Annex 1 of the EC-GA, as updated and approved by the Steering Committee.

"Defaulting Party"

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

"Needed" means:

For the implementation of the Project:

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

For 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.

SECTION2: PURPOSE

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

SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

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

A new Party enters the Consortium 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 fulfillment 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 (Article II.37. and II.38.).

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/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party.

This includes the obligation to provide all input, deliverables and documents for the period of its participation.

SECTION 4: RESPONSIBILITIES OF PARTIES

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly 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 undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

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

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

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the party appointed by the Steering Committee if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. 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 EC-GA.

SECTION 5: LIABILITY

5.1 Liability towards each other

5.1 No warranties

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

Therefore :

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the Steering Committee of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the Steering Committee.

SECTION 6: GOVERNANCE STRUCTURE

6.1 General structure

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

Steering Committee as the ultimate decision-making body of the Consortium

General Assembly as the main communication mechanism in the Project

High Level Advisory Board as the advisory body to the Steering Committee and WorkPackage Leaders.

The **Coordinator** is the legal entity acting as the 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 as described in the EC-GA and this Consortium Agreement.

The **Central Coordination Unit** assists the Steering Committee and the Coordinator.

6.2 Operational procedures for the Steering Committee

6.2.1 Members

6.2.1.1 The Steering Committee shall consist of the Coordinator, WorkPackage Leaders of VUA, UCL, HZG, IIASA, FEEM and EBN, and one representative of UNISDR (hereinafter referred to as "Steering Committee Member").

6.2.1.2 Each Steering Committee Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Article 6.2.1.6 of this Consortium Agreement.

6.2.1.3 A member of the Central Coordination Unit shall chair all meetings of the Steering Committee.

6.2.1.4 The Parties agree to abide by all decisions of the Steering Committee.
This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.2.1.5 Representation in meetings

Any Steering Committee Member

- should be present or represented at any meeting of the Steering Committee;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.1.6 Decisions

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

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Additions to Attachment 1 (Background excluded)
- Additions to Attachment 3 (Listed Affiliated Entities)
- Additions to Attachment 4 (List of Third Parties)

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
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

On the basis of Annex I, the appointment if necessary of:

- Members of the High Level Advisory Board

6.2.2 Preparation and organization of meetings

6.2.2.1 Convening meetings

The Central Coordination Unit shall convene meetings of the Steering Committee.

Ordinary Meeting: at least bi-monthly.

Extraordinary Meeting: at any time upon request of 1/3 of the Members of the Steering Committee.

6.2.2.2 Notice of a meeting

The Central Coordination Unit shall give notice in writing of a meeting to each Steering Committee Member as soon as possible and no later than 30 calendar days preceding an ordinary meeting or an extraordinary meeting.

6.2.2.3 Sending the agenda

The Central Coordination Unit shall prepare and send each Steering Committee Member a written (original) agenda no later than 14 calendar days preceding an ordinary meeting and no later than 10 calendar days preceding an extraordinary meeting.

6.2.2.4 Adding agenda items

Any agenda item requiring a decision by the Steering Committee Members must be identified as such on the agenda. Any Steering Committee Member may add an item to the original agenda by written notification to all of the other Steering Committee Members up to 14 calendar days preceding an ordinary meeting and up to 7 days preceding an extraordinary meeting.

6.2.2.5 During a meeting the Steering Committee Members present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Central Coordination Unit circulates to all Steering Committee Members a written document which is then signed by the defined majority (see Article 6.2.3) of all Steering Committee Members.

6.2.2.7 Meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

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

6.2.3 Voting rules and quorum

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

6.2.3.2 Each Steering Committee Member present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4. Decisions shall be taken by a simple majority (>50%) of the votes. In case of a tied vote, the Coordinator shall retain the casting vote.

6.2.4 Veto rights

6.2.4.1 A Steering Committee Member which can show that its Party's 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 Steering Committee 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 days after the draft minutes of the meeting are sent.

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

6.2.4.5 A Steering Committee Member may not veto decisions relating to the Steering Committee Member's Party's identification as a Defaulting Party. In case a Steering Committee Member's Party is a Defaulting Party, this Steering Committee Member may not veto decisions relating to its Party's participation and termination in the Consortium or the consequences of them

6.2.4.6 In case the Steering Committee Member's Party requests to leave the Consortium, this Steering Committee Member may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The Central Coordination Unit shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Steering Committee Members within 10 calendar days after the meeting.

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

6.2.5.3 The Central Coordination Unit shall send the accepted minutes to all the Steering Committee Members and shall safeguard them.

If requested the Central Coordination Unit shall provide authenticated duplicates to Parties.

6.2.5.4

Minutes of Steering Committee meetings, once accepted, shall be made available by the Central Coordination Unit to the General Assembly Members for information.

6.3 Operational procedures for the General Assembly

6.3.1 Members

6.3.1.1

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "General Assembly Members").

6.3.1.2 The Central Coordination Unit shall chair all meetings of the General Assembly.

6.3.1.3 Representation in meetings

Any General Assembly Member

- should be present or represented at any meeting of the General Assembly;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organization of meetings

6.3.2.1 The Central Coordination Unit shall convene meetings of the General Assembly.

Ordinary Meeting: coinciding with each Steering Committee meeting. Extraordinary Meeting: at any time upon written request of 1/3 of the Members of the Steering Committee.

6.3.2.2 Notice of a meeting

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

6.3.2.3 Sending the agenda

The Central Coordination Unit shall prepare and send each General Assembly Member a written (original) agenda no later than 14 calendar days preceding an ordinary meeting and no later than 10 calendar days preceding an extraordinary meeting.

6.3.2.4 Adding agenda items

Any agenda item requiring a decision by the General Assembly Members must be identified as such on the agenda. Any General Assembly Member may add an item to the original agenda by written notification to all of the other General Assembly Members up to 14 calendar days preceding an ordinary meeting and up to 7 days preceding an extraordinary meeting.

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

6.3.3 Minutes of meetings

6.3.3.1 The Central Coordination Unit shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all General Assembly Members within 10 calendar days after the meeting.

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

6.3.3.3 The Central Coordination Unit shall send the accepted minutes to all the General Assembly Members and shall safeguard them.

If requested the Central Coordination Unit shall provide authenticated duplicates to Parties.

6.3.4 Tasks

6.3.4.1 The General Assembly will function as a communication mechanism to ensure that all Parties are informed of the progress of the Project and future priorities.

6.3.4.2 The General Assembly may propose decisions to be taken by the Steering Committee

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

6.4 Coordinator

6.4.1 The Coordinator shall be 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.

6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Administering the financial contribution of the Union and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the European Commission 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.

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

6.5 Central Coordination Unit

6.5.1 The Central Coordination Unit shall be appointed by the Coordinator. It shall consist of the scientific project coordinator of VUA, the co-scientific project coordinator of VUA, an administrative project manager of VUA and the case study coordinator from Work Package 7 of FEEM.

6.5.2 The Central Coordination Unit shall

- monitor the effective and efficient implementation of the Project.
- transmitting documents and information connected with the Project to any other Parties concerned.
- facilitate the work of the Coordinator for executing the decisions of the Steering Committee as well as the day-to-day management of the Project the effective and efficient implementation of the Project.
- monitor and evaluate overall progress and timely delivery of the deliverables.
- report on deviations from the Consortium Plan, if applicable, and agree on corrective actions thereto.
- reach consensus with WorkPackage Leaders on project commitments.
- implement a risk management process.
- track Project achievements with regard to the technical specifications of the EC-GA.
- ensure that conflicts arising out of the Project are solved amicably.

6.6 High Level Advisory Board

6.6.1 Members

6.6.1.1 The High Level Advisory Board shall be appointed and steered by the Steering Committee. It shall consist of a cross-section of experts in the fields of natural hazards, resilience, risk management, climate change adaption, and governance on partnerships, or on specific topics related to the fields of research and development of the Project.

6.6.1.2 The members of the High Level Advisory Board are required to sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

6.6.2 Meetings

6.6.2.1 The High Level Advisory Board shall meet at least once a year to evaluate Project achievements and to provide recommendations on future strategy and planning. The Central Coordination Unit shall write the minutes of the High Level Advisory Board meetings and prepare the implementation of the Board's suggestions.

6.6.2.2 The High Level Advisory Board members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

6.6.3 Tasks

6.6.3.1 The High Level Advisory Board shall review scientific and dissemination activities of the Project and shall express its opinions on research related decisions. Outside of the meetings, as set out in art. 6.6.2.1, the opinion of the High Level Advisory Board may be sought by the Steering Committee and any WorkPackage Leader on critical issues in the development of the Project.

SECTION 7: FINANCIAL PROVISIONS

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which spends less than its allocated share of the EC financial contribution will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the EC financial contribution will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Third party financial support

To avoid potential conflicts of interest, Parties intending to receive financial contributions for work within the Project from sources other than the European Commission or government authorities or public bodies

shall first gain approval in writing from all members of the Steering Committee, to which approval shall not be unreasonably withheld.

7.3 Payments

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

In particular, the Coordinator shall:

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

7.3.2 Payment schedule

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, shall take into account the fact that there is a 5% withholding for the Guarantee Fund and a 10% retention overall.

Funding of costs included in the Consortium Plan will be paid to Parties in separate installments in conformity with the decisions of the Steering Committee. Costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

In case a Party has not provided the Coordinator with its project reports or has provided them late or provided non-compliant project reports (including the certificate on the financial statements, according to article II.4) or if the Steering Committee and the Coordinator refuse to approve them, such Party shall not receive its concerned contribution allocation, until it remedies such non-delivery, late delivery or non-compliant delivery.

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 EC-GA or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any advances already paid to a Defaulting Party.

SECTION 8: FOREGROUND

Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1.1 Joint ownership Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions: at least 45 days prior notice must be given to the other joint owner(s); and Fair and Reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

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

8.2.2 Each Party may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment 4 to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify 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 4 after signature of this Agreement requires a decision of the Steering Committee.

8.2.4 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.

8.3 Dissemination

8.3.1 Publication

8.3.1.1 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. Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if:

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. In any event, any delays of publications shall not exceed a period of more than 90 calendar days from the date of referral.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. The mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.2 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 Foreground or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.3.3 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.

The ownership of any Foreground shall be determined by applicable European Community law, the policies of the relevant participating Institution(s) and the policies of any Party to relevant memoranda of understanding.

SECTION 9: ACCESS RIGHTS

9.1. Background covered

9.1 Background covered

9.1.1 In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any specific Background excluded from the obligations to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background, except that listed in Attachment 1, shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

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

9.2.2 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 or of any other restriction which might substantially affect the granting of Access Rights.

9.2.3 If the Steering Committee considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions.

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

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

9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted upon on Fair and Reasonable conditions.

9.5 Access Rights for Affiliated Entities

Affiliated Entities 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 Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

The Parties are entitled to revise their respective Background lists, in the event that a new Party joins the Project according to the procedure described in article 9.1 of the present consortium agreement.

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Consortium Council to terminate its participation in the Consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Art. 9.4.2.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

SECTION 10: NON-DISCLOSURE OF INFORMATION

10.1 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".

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

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

10.3 The Recipients shall be responsible for the fulfilment of the above 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 and/or after the termination of employment.

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

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

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

SECTION 11: MISCELLANEOUS

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background excluded)
- Attachment 2 (Accession document)
- Attachment 3 (Listed Affiliated Entities)
- Attachment 4 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

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

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

11.2 No representation, partnership or agency

11.2.1 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.

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed 6.3.5 require a separate agreement 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.

11.8 Settlement of disputes

In case of conflict, the Work Package Leader will try to find an amicable solution, if appropriate in consultation with the Central Coordination Unit. In case the conflict cannot be resolved, the Work Package Leader will put the issue forward to the Steering Committee to find an amicable solution.

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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

SECTION 12: SIGNATURES

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives separate signature pages.

AUTHORISED TO SIGN ON BEHALF OF

STICHTING VU-VUMC

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

FONDAZIONE ENI ENRICO MATTEI

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

**HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FÜR MATERIAL- UND KUSTENFORSCHUNG
GMBH**

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

INTERNATIONALES INSTITUT FUER ANGEWANDTE SYSTEMANALYSE

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

UNITED NATIONS INTERNATIONAL STRATEGY FOR DISASTER REDUCTION

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

UNIVERSITÉ CATHOLIQUE DE LOUVAIN

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

EUROPEAN BUSINESS AND INNOVATION CENTRE NETWORK

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

UNIVERSIDAD POLITECNICA DE VALENCIA

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

HKV LIJN IN WATER

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

JOINT RESEARCH CENTRE

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

INSTITUTO SUPERIOR DE AGRONOMIA

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

ACADEMIA DE STUDII ECONOMICE DIN BUCURESTI

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

HASKOLI ISLANDS

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

UNIVERSITAET POTSDAM

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

**THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE
(CLIMATEWISE)**

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

WILLIS LIMITED

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

OPEN TRACK RAILWAY TECHNOLOGY GMBH

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

PERSPECTIVES GMBH

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

AGENZIA REGIONALE PREVENZIONE E AMBIENTE DELL 'EMILIA-ROMAGNA

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

WADDEN SEA FORUM E.V.

Signature _____

Name _____

Function _____

Date _____

AUTHORISED TO SIGN ON BEHALF OF

METACORTEX CONSULTARIA E MODELACAO DE RECURSOS NATURAIS S.A.

Signature _____

Name _____

Function _____

Date _____

Attachment 1 : Background limited/excluded from Access Rights:

VUA

VUA specifically excludes the granting of Access Rights to the following:

- (a) Background created by VUA researchers not participating in the Project.
- (b) Background created by VUA researchers participating in the Project, but in parallel with the Project and outside the scope of the Project.
- (c) Background to which VUA is prohibited to grant access or otherwise make available due to contractual obligations.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE EC-GA]

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]

VU University

Signature(s)

Name(s)

Title(s)

Attachment 3: Listed Affiliated Entities

Attachment 4: List of Third Parties

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties

N. proposta: PDEL-2012-78 del 12/12/2012

Centro di Responsabilità: Servizio Idro-Meteo-Clima

OGGETTO: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto FP7-ENV-2012-308438- Enhancing risk management partnerships for catastrophic natural disasters in Europe (ENHANCE).

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile dell'Area Bilancio e Controllo Economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpa sul Decentramento amministrativo.

Data 17/12/2012

Il Dirigente
