

ARPAE
Agenzia regionale per la prevenzione, l'ambiente e l'energia
dell'Emilia - Romagna

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Atti amministrativi

Deliberazione del Direttore Generale	n. DEL-2017-57 del 18/05/2017
Oggetto	Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Climate forecast enabled knowledge services" (Acronimo CLARA) rif. 730482.
Proposta	n. PDEL-2017-60 del 12/05/2017
Struttura proponente	Servizio Idro-Meteo-Clima
Dirigente proponente	Cacciamani Carlo
Responsabile del procedimento	Cacciamani Carlo

Questo giorno 18 (diciotto) maggio 2017 (duemiladiciassette), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Dott. Giuseppe Bortone, delibera quanto segue.

Oggetto: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Climate forecast enabled knowledge services" (Acronimo CLARA) rif. 730482.

RICHIAMATI:

- il Regolamento n. 1290/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che stabilisce le norme in materia di partecipazione e diffusione nell'ambito del programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;
- il Regolamento n. 1291/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che istituisce il programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;

PREMESSO:

- che Orizzonte 2020 (Horizon 2020 / H2020) è il principale strumento con cui l'Unione Europea mira ad incentivare e finanzia la ricerca, l'innovazione e la competitività in Europa nel periodo 1/01/2014-31/12/2020;
- che Orizzonte 2020 si propone di contribuire alla realizzazione di una società basata sulla conoscenza e sull'innovazione e orientata alla crescita intelligente, sostenibile e inclusiva, secondo quanto delineato in *Europa 2020*, la strategia dell'Unione Europea per il decennio 2010-2020. Per raggiungere questo obiettivo generale, Orizzonte 2020 si focalizza su tre priorità (main pillars):
 - Eccellenza scientifica;
 - Leadership industriale;
 - Sfide per la società;

In particolare questa ultima priorità è rivolta alle grandi questioni sociali e ambientali che si presenteranno nel prossimo futuro e che sono classificate come segue:

- Salute, evoluzione demografica e benessere;
- Sicurezza alimentare, agricoltura e silvicoltura sostenibili, ricerca marina, marittima e sulle acque interne e bioeconomia, per garantire prodotti alimentari sicuri, sani e di elevata qualità, sviluppando sistemi di produzione sostenibili ed efficienti;
- Energia sicura, pulita ed efficiente, per promuovere una transizione verso un sistema energetico affidabile, economicamente accessibile, sostenibile e competitivo;
- Trasporti intelligenti, ecologici e integrati;
- Azioni per il clima, efficienza delle risorse e materie prime, per promuovere una società e una economia efficienti e sostenibili nell'uso delle risorse e dell'acqua, capaci di rispondere ai cambiamenti climatici;

- L'Europa in un mondo che cambia;
- Società sicure;
- che i temi relativi all'ambiente inclusi nelle priorità individuate da Orizzonte 2020 (H2020) sono di grande interesse per Arpae Emilia-Romagna;

PRESO ATTO:

- che l'accesso alle opportunità finanziarie previste da H2020 avviene attraverso una selezione a seguito di presentazione di proposte progettuali successivamente all'emanazione di appositi bandi che definiscono priorità e temi di riferimento nonché scadenze, modalità e requisiti di ammissibilità;
- che la partecipazione a progetti H2020 può avvenire in forma di partner capofila, con compiti di coordinamento, partner, parte terza e subfornitore;
- che nel 2016 è stata avviata la procedura per la selezione di progetti nell'ambito della priorità *H2020-SC5-2016-2017 Greening the economy (Economia verde)* sul tema Climate Services (bando a due fasi);

VERIFICATO:

- che il Servizio Idro-Meteo-Clima, su delega del Direttore Generale di Arpae Emilia-Romagna (prot. PGDG/2016/5860 del 2/09/2016, acquisita agli atti), ha partecipato al suddetto bando quale partner della proposta progettuale "Climate forecast enabled knowledge services" - CLARA presentato sull'apposita piattaforma elettronica (Sygma) dalla Fondazione Centro EuroMediterraneo per i Cambiamenti Climatici (CMCC) in qualità di partner capofila;
- che la citata proposta ha superato entrambe le fasi di valutazione previste e il CMCC è stato invitato alla fase di negoziazione svolta anche essa tramite piattaforma elettronica;
- che, dopo le modifiche richieste dalla Executive Agency for Small and Medium-sized Enterprises dell'Unione Europea (EASME), il progetto è stato definitivamente approvato e in data 29 marzo 2017, tramite il Participant Portal, il Centro EuroMediterraneo per i Cambiamenti Climatici (CMCC) è stata invitato a sottoscrivere on line il contratto di sovvenzione (Grant Agreement n. 730482) per la realizzazione del progetto CLARA (nota agli atti);
- che, in parallelo alla sottoscrizione dell'Accordo di Sovvenzione n. 730482 tutti i partner devono firmare apposito accordo di partenariato al fine di gestire al meglio tutte le attività previste nell'ambito del progetto;
- che, nell'ambito del programma Orizzonte 2020 è possibile, per i partner di progetto, individuare parti terze (linked third parties) ovvero soggetti giuridici in possesso delle

caratteristiche di eleggibilità previste per la partecipazione al programma con i quali preesiste e sopravvive al progetto un legame caratterizzato da una relazione stabile e ai quali è possibile partecipare alle attività progettuali senza firmare alcun accordo di partenariato e ricevere un contributo;

VISTE:

- la Deliberazione del Direttore Generale n. 4 del 19/01/2016 con la quale si approvava il Protocollo d'intesa con l'Università degli Studi di Parma per la collaborazione su tematiche ambientali di comune interesse;
- la Deliberazione del Direttore Generale n. 127 del 30/11/2016 con la quale si approvava il Protocollo d'intesa con l'Alma Mater Studiorum Università degli Studi di Bologna per la collaborazione su tematiche ambientali di comune interesse;

CONSIDERATO:

- che il progetto CLARA ha durata di 36 mesi a decorrere dal 1/06/2017, un budget complessivo pari a Euro 3.821.700,00 e un contributo complessivo assegnato dall'Unione Europea di Euro 3.459.075,00;
- che i principali obiettivi del progetto CLARA sono quelli di illustrare i vantaggi autentici e il valore economico delle previsioni del clima a breve e lungo termine e a sviluppare ulteriormente i servizi climatici operativi e commerciabili per sfruttare questi vantaggi per una gestione efficiente delle risorse naturali e una migliore resilienza al clima;
- che il Servizio Idro-Meteo-Clima parteciperà allo svolgimento di tutte le attività progettuali e, in particolare, coordinerà l'attività WP1 (work package 1 - FRAME: Framing the climate service provision in terms of innovation, business and system uses) che mira a: (I) consolidare la comprensione condivisa dei concetti fondamentali (come il valore economico dei servizi per il clima, i modelli di business), i quadri analitici e gli strumenti utilizzati nel progetto; (II) acquisire conoscenze e Buy-in da parte delle parti interessate per consentire l'assunzione di servizi di clima sviluppati nel WP3; (III) rivedere e perfezionare il piano di lavoro, il tempo di ricerca e le strategie per impegnare il Forum multiutente in attività di progetto pertinenti; e (IV) per la valutazione del valore economico dei servizi (WP4) e il business plan di progettazione (WP5). Il WP1 definirà l'ambito e gli obiettivi del primo Workshop del forum multi-utente in WP2;
- che per la realizzazione del progetto Arpae riceverà un contributo pari a Euro 304.950,00 a rimborso di costi articolati come segue:

Costi diretti	Euro 176.256,00
(di cui Costi di Personale	Euro 138.256,00

Trasferte	Euro 18.000,00
Servizi esterni/Consulenze	Euro 20.000,00
Costi indiretti	Euro 39.064,00
Contributo da trasferire alle parti terze (linked third parties)	Euro 89.630,00

- che le parti terze, individuate in Università di Parma e Alma Mater Università di Bologna grazie a specifici Protocolli di intesa esistenti tra Arpae e le citate Università sottoscritti rispettivamente il 4/05/2016 e il 22/12/2016, riceveranno il contributo così come approvato dall'Unione Europea previa sottoscrizione di specifici accordi di collaborazione ai sensi dell'art. 15 della L. 241/1990. Questi accordi, oltre a definire l'ammontare del contributo, dettaglieranno le attività da svolgere a supporto di Arpae per la realizzazione del progetto CLARA (già elencate nell'Allegato n. 1 del citato Accordo di sovvenzione) e gli obblighi cui le citate parti terze dovranno ottemperare;
- che il contributo previsto sarà utilizzato da Arpae nel rispetto delle norme contenute nei richiamati regolamenti dell'Unione Europea e i costi sostenuti saranno rendicontati, secondo le scadenze stabilite nell'Accordo di Sovvenzione tra la Commissione Europea e il partner capofila;

RITENUTO:

- opportuno che Arpae partecipi, in qualità di partner al progetto finanziato dall'Unione Europea CLARA, sottoscrivendo l'Accordo di partenariato il cui schema è allegato sub A) al presente atto quale parte integrante e sostanziale;
- che la partecipazione al progetto CLARA rappresenti per Arpae una opportunità per migliorare i servizi climatici in ambito agrometeorologico, idrologico e della qualità dell'aria già attivi a livello regionale, perfezionando altresì, attraverso il contatto e lo scambio di esperienze con altri centri internazionali e di ricerca, le competenze del proprio personale tecnico;
- che il Servizio Idro-Meteo-Clima, oltre a offrire competenze e risorse nell'ambito di questo progetto, di estremo interesse per l'Agenzia possa acquisire ulteriori conoscenze utili anche nello svolgimento delle proprie attività istituzionali;
- di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae Emilia-Romagna, nell'ambito del Progetto CLARA, nei confronti del partner capofila, in particolare sottoscrivendo apposito accordo di partenariato, finalizzato a disciplinare la collaborazione tra i partner nell'ambito del progetto e il cui schema si allega sub A) al presente atto 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 individuare il Dott. Carlo Cacciamani, Direttore del Servizio Idro-Meteo-Clima quale coordinatore del progetto;
- di individuare l'Ing. Silvano Pecora, Responsabile dell'Area Idrologia e Idrografia del Servizio Idro-Meteo-Clima quale coordinatore per la partecipazione al progetto in materia idrologica, il Dott. Marco Deserti, Responsabile del CTR Qualità dell'Aria del Servizio Idro-Meteo-Clima quale coordinatore per la partecipazione al progetto in materia di qualità dell'aria e il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia Territorio e Clima, quale coordinatore per la partecipazione al progetto in materia agrometeorologica;

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, ai sensi del vigente Regolamento per il Decentramento amministrativo, il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO:

- del parere di regolarità contabile espresso dal Dott. Giuseppe Bacchi, Responsabile dell'Area Bilancio e Controllo Economico, acquisito ai sensi del vigente Regolamento per il Decentramento amministrativo;
- del parere favorevole espresso dal Direttore Tecnico, Dott. Franco Zinoni, e 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 il Dott. Carlo Cacciamani, Direttore del Servizio Idro-Meteo-Clima;

DELIBERA

1. di prendere atto dell'approvazione, da parte della Commissione Europea, del progetto HORIZON 2020 n. 730482 "Climate forecast enabled knowledge services" (Acronimo CLARA);
2. di dare atto che Arpae Emilia-Romagna riveste il ruolo di partner nell'ambito del progetto CLARA di cui il Centro EuroMediterraneo per i Cambiamenti Climatici (CMCC) è partner capofila con compiti di coordinamento;
3. di dare atto che il progetto di cui trattasi ha durata di 36 mesi a decorrere dal 1/6/2017 e pertanto si concluderà il 31/5/2020;
4. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel progetto CLARA da parte di Arpae è pari ad Euro 304.950,00; tale importo è coperto interamente dal contributo della Commissione Europea;
5. di dare atto che, per Arpae Emilia-Romagna, il soggetto competente all'attuazione e alla gestione del Progetto CLARA 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 Arpae Emilia-Romagna, nell'ambito del Progetto CLARA nei confronti della Fondazione Centro EuroMediterraneo per i Cambiamenti Climatici (CMCC), coordinatore del progetto;
7. di dare atto della avvenuta sottoscrizione, da parte del Direttore del Servizio Idro-Meteo-Clima su delega del Direttore Generale PGDG/2016/5860 del 2/09/2016 (agli atti), dell'accordo finalizzato a disciplinare la collaborazione tra i beneficiari del progetto allegato a) al presente atto quale parte integrante e sostanziale;
8. 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 e il coinvolgimento delle parti terze;
9. di individuare il Dott. Carlo Cacciamani, Direttore del Servizio Idro-Meteo-Clima quale coordinatore del progetto;
10. di individuare l'Ing. Silvano Pecora, Responsabile dell'Area Idrologia e Idrografia del Servizio Idro-Meteo-Clima quale coordinatore per la partecipazione al progetto in materia idrologica, il Dott. Marco Deserti, Responsabile del CTR Qualità dell'Aria del Servizio Idro-Meteo-Clima quale coordinatore per la partecipazione al progetto in materia di qualità dell'aria e il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia Territorio e Clima, quale coordinatore per la partecipazione al progetto in materia agrometeorologica.

PARERE: FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Dott. Franco Zinoni)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Dott. Giuseppe Bortone)

Consortium Agreement

CLARA Climate forecast enabled knowledge services

Horizon 2020 Project Innovation Action

Grant Agreement N°: 730482

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 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 for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1st June 2017, hereinafter referred to as the Effective Date

BETWEEN:

- 1. FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI (Fondazione CMCC), the Coordinator**
- 2. SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT (SMHI)**
- 3. AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA (ARPAE)**
- 4. ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA)**
- 5. UNIVERSIDAD DE CORDOBA (UCO)**
- 6. GECOSISTEMA SRL**
- 7. APERTUM IT AB (APE)**
- 8. THE CLIMATE DATA FACTORY (TCDF)**
- 9. DCMR MILIEUDIENST RIJNSMOND (DCMR)**
- 10. REGIONE EMILIA ROMAGNA (REGIONE EMR)**
- 11. SISTEMAS ABIERTOS DE INFORMACION GEOGRAFICA S.L. (SAIG)**

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

relating to the Action entitled

CLIMATE FORECAST ENABLED KNOWLEDGE SERVICES

in short

CLARA

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project 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 to be signed by the Parties and the Funding Authority (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1. Definitions

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

1.2. Additional Definitions

“Consortium Body“:

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Steering Committee.

"Funding Authority"

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

“Defaulting Party”

Defaulting Party means a Party which the Project Steering Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 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 technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

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

“Software”

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

2. Purpose

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

3. Entry into force, duration and termination

3.1. Entry into force

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

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

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 Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

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

this Consortium Agreement shall automatically terminate in respect of the 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

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

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

4. Responsibilities of Parties

4.1. General principles

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

Each Party undertakes to notify promptly, 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 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 project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Project Steering Committee, 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 Project 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 responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. 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.

5. **Liability towards each other**

5.1. No warranties

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

Therefore,

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

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement 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 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 Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6. Governance structure

6.1. General structure

The Project Steering Committee is the decision-making body of the consortium

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2. Members

The Project Steering Committee shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise by the Project Steering Committee.

The Parties agree to abide by all decisions of the Project Steering Committee.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3. Operational procedures for the Project Steering Committee:

6.3.1. Representation in meetings

Any Member:

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

6.3.2. Preparation and organisation of meetings

6.3.2.1. Convening meetings:

The chairperson shall convene ordinary meetings of the Project Steering Committee on average once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2. Notice of a meeting

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

6.3.2.3. Sending the agenda:

The chairperson shall prepare and send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4. Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

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

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

6.3.2.7. Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5

6.3.2.8. 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 6.3.3) 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 6.3.4.4, no Member has sent an objection in writing to the chairperson. 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.

6.3.3. Voting rules and quorum

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

If the quorum is not reached, the chairperson of the Project Steering Committee 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 are present or represented.

6.3.3.2. Each Member present or represented in the meeting shall have one vote.

6.3.3.3. A Party which the Project Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.3.4. Veto rights

6.3.4.1. A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by

a decision of the Project Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.4.2. When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.3.4.3. 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.

6.3.4.4. 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 if the vote.

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

6.3.4.6. 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.

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

6.3.5. Minutes of meetings

6.3.5.1. The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2. 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 with respect to the accuracy of the draft of the minutes.

6.3.5.3. The chairperson shall send the accepted minutes to all the Members of the Project Steering Committee, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6. Decisions of the Project Steering Committee

The Project 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 Project Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

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 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 Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement to decide on all budget - related matters, the acceptance of new participants, the exclusion of participants, and all the modifications of the Consortium Agreement;
- to monitor and control the project work plan, progress and results, applying the appropriate rules on "intervention measures" in case of significant delays and/or breach of obligations.
- to oversee the interplay between different research activities and ensure an efficient and effective information flow across the different WPs;
- to monitor progress of the research in the WPs and inform the PC in case of delays;
- to ensure a timely delivery of EC deliverables and the achievement of the milestones, in collaboration with the PC;
- to ensure overall quality control of the project implementation, including ethical and gender issues, data management and critical risks implementation.

In the case of abolished tasks as a result of a decision of the Project Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

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 certification) and specific requested documents to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of Project Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned,
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- 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.

- managing the overall legal, contractual and administrative issues of the project, including the implementation of the Consortium Agreement and the Intellectual Property Right (IPR) ;
- administering financial flows and communication between the EC and the Consortium;
- ensuring a timely delivery of EC periodic/final reports and deliverables;
- monitoring the achievement of the milestones;
- chairing the meetings of the Consortium bodies and convene extraordinary ones, whenever necessary;
- monitoring the correct implementation of decisions of the PSC
- facilitating communication and coordination among partners and project bodies;
- overseeing the organisation of internal and scientific events planned during the project lifetime;
- overseeing the communication, exploitation, and dissemination activities of the project,

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

6.4.3. If the Coordinator fails in its coordination tasks, the Project Steering Committee 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.

6.5. High Level External Advisory Board (HLEAB)

An High Level External Advisory Board (HLEAB) has been appointed during the preparation phase. The HLEAB is responsible for monitoring the implementation and quality of the project work. Members of the board are selected among internationally renowned experts with strong expertise and experience in developing and deploying climate services. The role of the HLEAB includes:

- to advise the Consortium regarding direction, performance and results;
- to guide the users engagement and dialogues, and ensure practical relevance of the project results;
- to provide directions to the Users' Forum;
- to participate in the project events and provide feedback to the Consortium

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each HLEAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the HLEAB meetings and prepare the implementation of the HLEAB's suggestions. The HLEAB members shall be allowed to participate in Project Steering Committee meetings upon invitation but have not any voting rights.

7. Financial provisions

7.1. General Principles

7.1.1. Distribution of Financial Contribution

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

- the Consortium 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 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 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 Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

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 receipt that is deductible from the total funding as set out in the Consortium Plan, 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 receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5. 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 the Consortium Plan 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 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 Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation. With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project 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 Consortium 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.

8. Results

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2. Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities 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 otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

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 Project Steering Committee.

8.3.4. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give 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 Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 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 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 objecting Party's legitimate 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.

8.5. 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.

8.5.1. Dissemination of another Party's unpublished Results or Background

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

8.5.2. Cooperation obligations

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

8.5.3. 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.

9. Access Rights

9.1. Background included

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

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

9.1.2. Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Project Steering Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2. General Principles

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

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

9.2.3. Access Rights shall be free of any administrative transfer costs.

9.2.4. Access Rights are granted on a non-exclusive basis.

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

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

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

9.3. Access Rights for implementation

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

9.4. Access Rights for Exploitation

9.4.1. Access Rights to Results

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

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

9.4.2. Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Responsible conditions.

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

9.5. Access Rights for Affiliated Entities

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 Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. 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 fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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 Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2. Parties leaving the consortium

9.7.2.1. Access Rights granted to a leaving Party

9.7.2.1.1. Defaulting Party

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

9.7.2.1.2. Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2. Access Rights to be granted by any leaving Party

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

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

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

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

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

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

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

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

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the Project Steering Committee to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software that is Results shall comprise:

Access to the Object Code; and,

where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,

if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights; provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results. If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies,

to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

10. Non-disclosure of information

10.1. All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 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 without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient 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 Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

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

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

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

10.6. Each 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.

11. **Miscellaneous**

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
Attachment 4 (Identified Affiliated Entities)

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

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

11.2. No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium

Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3. 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 (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax 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 Parties.

11.4. Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

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

11.6. Language

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

11.7. Applicable law

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

11.8. Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

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 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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.

**1. FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI
(Fondazione CMCC), the Coordinator**

Signature(s)

Name(s) Dr. Antonio Navarra

Title(s) President of Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici

Date

2. SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT (SMHI)

Signature(s)

Name(s): Dr. Joakim Langner

Title(s): Director Research

Date

**3. AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA
DELL'EMILIA-ROMAGNA (ARPAE)**

Signature(s)

Name(s) Dott. Carlo Cacciamani

Title(s) HydroMeteoClimate Service Director

Date

**4. ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE
(ISPRA)**

Signature(s)

Name(s) Stefano LAPORTA

Title(s) General Director

Date

5. UNIVERSIDAD DE CORDOBA (UCO)

Signature(s)

Name(s) Enrique Quesada Moraga

Title(s) Vicerrector de Innovación, Transferencia y Campus de Excelencia

Date

6. GECOSISTEMA SRL

Signature(s)

Name(s) Stefano Bagli

Title(s) CEO

Date

7. APERTUM IT AB (APE)

Signature(s)

Name(s) Lars Örtegren

Title(s) Chairman of the board Apertum IT AB

Date

8. THE CLIMATE DATA FACTORY (TCDF)

Signature(s)

Name(s) Harilaos Loukos

Title(s) Chairman

Date

9. DCMR MILIEUDIENST RIJNMOND (DCMR)

Signature(s)

Name(s) R.M. The

Title(s) Directeur DCMR

Date

10. REGIONE EMILIA ROMAGNA (REGIONE EMR)

Signature(s)

Name(s) Paolo Ferrecchi

Title(s) General Director of Territorial Use and Environment Department

Date

11. SISTEMAS ABIERTOS DE INFORMACION GEOGRAFICA S.L. (SAIG)

Signature(s)

Name(s): Antonio Muñoz Rastrero

Title(s): CEO

Date:

13. Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>Fondazione CMCC shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by Fondazione CMCC scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>Fondazione CMCC Background includes only software and data that are wholly Fondazione CMCC property. It does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>Fondazione CMCC Background includes only software and data that are wholly Fondazione CMCC property. It does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 2

As to **SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT (SMHI)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>SMHI shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by SMHI scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>SMHI Background includes only software and data that are wholly SMHI property. It does not include software and data owned wholly or in part by third parties and used by SMHI under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>SMHI excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>SMHI Background includes only software and data that are wholly SMHI property. It does not include software and data owned wholly or in part by third parties and used by SMHI under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>SMHI excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 3

As to **AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA (ARPAE)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA (ARPAE) shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by ARPAE scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA (ARPAE) Background includes only software and data that are wholly ARPAE property. It does not include software and data owned wholly or in part by third parties and used by ARPAE under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>ARPAE excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA (ARPAE) Background includes only software and data that are wholly ARPAE property. It does not include software and data owned wholly or in part by third parties and used by ARPAE under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>ARPAE excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 4

As to **ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>ISPRA shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by ISPRA scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>ISPRA Background includes only software and data that are wholly ISPRA property. It does not include software and data owned wholly or in part by third parties and used by ISPRA under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>ISPRA excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>ISPRA Background includes only software and data that are wholly ISPRA property. It does not include software and data owned wholly or in part by third parties and used by ISPRA under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>ISPRA excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 5

As to **UNIVERSIDAD DE CORDOBA (UCO)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>University of Córdoba, hereby grants Access Rights only to Background generated by the research team led by Dr. M. J. Polo and which is needed for the performance of the CLARA project, as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9:</p> <p>Software: WiMMed (High resolution hydrological model) WiMMed operational version at the Guadalfeo River Basin (Spain) Meteorological and terrestrial photography data bases in the Guadalfeo River Basin (Spain) Matlab scripts for data retrieval, treatment and analysis Matlab script for reservoir operation simulation Executable scripts for solar energy systems simulation and management</p>	<p>Universidad de Córdoba Background includes only software and data developed by Dr. M.J. Polo team (excluding the background developed by other research teams at UCO). It does not include software and data owned wholly or in part by third parties and used by Universidad de Córdoba under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Universidad de Córdoba excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>Universidad de Córdoba Background includes only software and data developed by Dr. M.J. Polo team (excluding the background developed by other research teams at UCO). It does not include software and data owned wholly or in part by third parties and used by Universidad de Córdoba under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Universidad de Córdoba excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 6

As to **GECOSISTEMA SRL**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>GECOSISTEMA SRL shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by GECOSISTEMA SRL scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>GECOSISTEMA SRL Background includes only software and data that are wholly GECOSISTEMA SRL property. It does not include software and data owned wholly or in part by third parties and used by GECOSISTEMA SRL under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>GECOSISTEMA SRL excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>GECOSISTEMA SRL Background includes only software and data that are wholly GECOSISTEMA SRL property. It does not include software and data owned wholly or in part by third parties and used by GECOSISTEMA SRL under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>GECOSISTEMA SRL excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 7

As to **APERTUM IT AB (APE)**, it is agreed between the Parties that, to the best of their knowledge:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>Apertum IT AB shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by Apertum IT AB scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>Apertum IT AB Background includes only software and data that are wholly Apertum IT AB property. It does not include software and data owned wholly or in part by third parties and used by Apertum IT AB under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Apertum IT AB excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>Apertum IT AB Background includes only software and data that are wholly Apertum IT AB property. It does not include software and data owned wholly or in part by third parties and used by Apertum IT AB under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Apertum IT AB excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 8

As to **THE CLIMATE DATA FACTORY (TCDF)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>TCDF shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by TCDF personel involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>TCDF background includes only software and data that are wholly The Climate Data Factory property. It does not include software and data owned wholly or in part by third parties and used by TCDF under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>TCDF excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>TCDF background includes only software and data that are wholly The Climate Data Factory property. It does not include software and data owned wholly or in part by third parties and used by TCDF under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>TCDF excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>
<p>Postprocessed climate projections, postprocessed climate decadal projections, postprocessed seasonal and sub-seasonal forecast, as elaborated by TCDF.</p>	<p>TCDF excludes from its obligation to grant Access Rights to these data unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>TCDF excludes from its obligation to grant Access Rights to these data unless specific authorization is requested and granted in accordance with Section 9.</p>
<p>Postprocessing software for climate projections, climate decadal projections, seasonal and sub-seasonal forecast, as elaborated by TCDF.</p>	<p>TCDF excludes from its obligation to grant Access Rights to these softwares unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>TCDF excludes from its obligation to grant Access Right to these softwares unless specific authorization is requested and granted in accordance with Section 9.</p>

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

PARTY 9

As to **DCMR MILIEUDIENST RIJNMOND (DCMR)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of DCMR MILIEUDIENST RIJNMOND (DCMR) shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

As to **REGIONE EMILIA ROMAGNA (REGIONE EMR)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>REGIONE EMR shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by Emilia Romagna Region personnel involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>REGIONE EMR Background includes the datas, plans and programmes that are already approved or published or disseminated in the topics related the CLARA project. The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and REGIONE EMR will share them with its own Development Agency ERVET SPA (Third party in this project)</p>	<p>REGIONE EMR Background includes the datas, plans and programmes that are already approved or published or disseminated in the topics related the CLARA project.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and REGIONE EMR will share them with its own Development Agency ERVET SPA (Third party in this project)</p>

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

PARTY 11

As to **SISTEMAS ABIERTOS DE INFORMACION GEOGRAFICA S.L. (SAIG)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>SAIG shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by SAIG scientists involved in the CLARA Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.</p>	<p>SAIG Background includes only software and data that are wholly SAIG property. It does not include software and data owned wholly or in part by third parties and used by SAIG under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>SAIG excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>SAIG Background includes only software and data that are wholly SAIG property. It does not include software and data owned wholly or in part by third parties and used by SAIG under license or permission.</p> <p>The Access rights are granted for the purpose of the CLARA Project only and may be restricted if this results in the infringement of third party rights.</p> <p>SAIG excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

14. **Attachment 2: Accession document**

ACCESSION

of a new Party to

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

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

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

15. Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.

- ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA (UNIBO), linked third party to ARPAE
- UNIVERSITA DEGLI STUDI DI PARMA (UNIPR), linked to ARPAE
- ERVET - EMILIA ROMAGNA VALORIZZAZIONE ECONOMICA TERRITORIO SPA (ERVET), linked to REGIONE EMR, Via Morgagni 6 – 40122 Bologna (Italy) – Development Agency of Emilia-Romagna Region

16. **Attachment 4: Identified Affiliated Entities according to Section 9.5**

- ERVET - EMILIA ROMAGNA VALORIZZAZIONE ECONOMICA TERRITORIO SPA (ERVET), linked to REGIONE EMR, Via Morgagni 6 – 40122 Bologna (Italy) – Development Agency of Emilia-Romagna Region

N. proposta: PDEL-2017-60 del 12/05/2017

Centro di Responsabilità: Servizio Idro-Meteo-Clima

OGGETTO: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Climate forecast enabled knowledge services" (Acronimo CLARA) rif. 730482.

PARERE CONTABILE

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

Data 15/05/2017

Il Dirigente
